ENQUIRY DOCUMENT - MR

(Document No : C213-001-PA-MR-5010-03-RFQ)

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

हर एक काम देश के नाम

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BIDDING DOCUMENT NO. LT/C213-001-PA-MR-5010/03

BIDDING DOCUMENT
FOR
PUMP-CENT.HOR(SPP)
FOR
REVAMPING OF EXISTING DESALTER SYSTEM OF CDU/VDU AT NUMALIGARH REFINERY LIMITED, NUMALIGARH (PHASE-II)

Prepared & Issued by:

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

MASTER INDEX

NAME OF ITEM / ~~WORK~~ : PUMP-CENT.HOR(SPP)

BIDDING DOCUMENT NO. : LT/C213-001-PA-MR-5010/03

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इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
एक नवरत्न कम्पनी
ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)
A Navratna Company
इंजीनियर्स इंडिया लिमिटेड, ईआईएल कार्यालय परिसर, सैक्टर-16, गुरुग्राम - 122 001 (हरियाणा) भारत
Engineers India Limited, EIL Office Complex, Sector-16, Gurugram - 122 001 (Haryana) INDIA

REQUEST FOR QUOTATION (RFQ)
(e-Bidding)

Date: 24.04.2026

SL NO.	SALIENT FEATURES		DETAILS
a)	**Client**	:	**NUMALIGARH REFINERY LIMITED (NRL)**
b)	**Project**	:	**REVAMPING OF EXISTING DESALTER SYSTEM OF CDU/VDU (PHASE-II)**
c)	**Item**	:	**PUMP-CENT.HOR(SPP)**
d)	**EIL RFQ No.**	:	**LT/C213-001-PA-MR-5010/03**
e)	**MR Category**	:	**II**
f)	**Pre-Bid meeting**	:	**Applicable**
g)	**Pre-Bid Meeting Details and Venue**	:	**Date: 30.04.2026** **Time : 11.00 HRS (IST)** Pre Bid meeting can be joined using following Link: https://teams.microsoft.com/meet/46358305836703?p=HDsQse7730aGFFMBZ4 Meeting ID: 463 583 058 367 03 Passcode: ei2Tn79N
h)	**Last date of receipt for pre-bid queries**	:	**29.04.2026** 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)**	:	**14.05.2026 upto 12:00 Hrs**
k)	**UNPRICED BID OPENING** **Opening of Techno-commercial (Unpriced) e-Bids**	:	**15.05.2026 upto 14:00 Hrs**
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**	:	Ms. Sweta Kumari, AGM (SCM-C&P) Phone no. 0124 289 1359 E-mail ID: sweta.k@eil.co.in Mr. Shashi Shekhar, AGM (SCM-C&P), Phone no. 0124 289 1306 E-mail ID: sashi.shekhar@eil.co.in Mr. Lotavath Thavurya, GM (SCM-C&P), Phone no. 0124 289 2509, E-mail ID: l.thavurya@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://eprocure.gov.in/eprocure/app A link will be available on EIL tender website http://tenders.eil.co.in

SL NO.	SALIENT FEATURES		DETAILS
o)	**Delivery Period/ Completion Period**	:	Within **6 Months** on FOT Project Site on freight pre-paid & door delivery basis from the date of issue of LOA. The date of receipt of all material at site shall be considered as the date of delivery.
p)	**DEVIATIONS NOT PERMITTED** 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.** Hence, Bidder shall ensure submission of complete bid without any deviation as per requirement of Enquiry document in first instance itself.		

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

Dear Sir/Madam,

1. Numaligarh Refinery Limited (NRL) is a Government of India Enterprise and a subsidiary of Oil India Ltd. NRL operates a 3.0 MMTPA Refinery at Numaligarh in the District of Golaghat, Assam since the year 2000.
2. M/s NRL is in the process of Revamp of Desalter System in CDU/VDU (Phase-II). M/s NRL has engaged M/s. Engineers India Limited (EIL) for providing their services as per agreed scope for "Supply & Associated Services for Revamp of Desalter System in CDU/VDU.
3. Bids are required to be submitted only through above mentioned Govt. of India CPP Portal on or before the Bid submission date and time. Bidders are required to enroll on CPP Portal (URL: on https://eprocure.gov.in/eprocure/app).
4. 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.
5. All amendments, time extension, clarifications etc. will be uploaded in CPP Portal only. Bidders should regularly visit the e-tendering website of CPP Portal on https://eprocure.gov.in/eprocure/app 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.
6. Bidders are required to submit their bids complete in all respects in accordance with Instructions to Bidders (ITB) only through e-tendering website of CPP Portal https://eprocure.gov.in/eprocure/app only **on or before the bid-submission date & time** as specified above. Bidder to carefully read and understand the instructions for e-tendering as indicated in ITB to upload their bid on e-tendering website.

   Physical Bids sent through Fax/ E-mail/ CD/ DVD/ Pen Drive/ Courier/Post will not be accepted. However, any specific document required to be submitted in physical form as per RFQ shall be submitted in physical form.
7. Bidders are requested to get acquainted with the CPP Portal in advance and obtain/seek clarifications, if any from CPP Portal Helpdesk.
8. Bidder is advised to download & utilize the available information/documents/ resources under https://eprocure.gov.in/eprocure/app for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.
9. 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 CPP portal shall not be entertained.

10. The vendor registration on CPP Portal is a very user-friendly process. However, in case of any doubt, the vendor may contact the CPP Helpdesk. In the event of failure in bidder's connectivity with EIL/CPP 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. In view of the same, bidders are advised to upload their bid in advance.

11. 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.

12. 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.

13. **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 CPP 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.**

14. **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.**

15. Bidder to note that the Inspection shall be carried out in line with Inspection Philosophy mentioned in RFQ Documents.

16. **Repeat Order Clause is NOT APPLICABLE.**

17. **Wherever the term – "Black-listing / Holiday Listing" is appearing anywhere in the Bidding Document including formats, declaration etc, the same stands replaced by – "Black-listing/ Holiday Listing/ Suspension/ Banning List".**

18. RFQ Document is non-transferrable.

19. 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.

20. Bids received after the due date and time shall be rejected.

21. Consortium / Unincorporated Joint Venture Bids are not acceptable.

22. EIL reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information. Further in case Purchase Order awarded for the tendered work have to be terminated due to supplier's default and 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 the same project.

23. Based on documents submitted by Bidder(s) in the unpriced bid, if a suspicion of cartel formation is observed, bid(s) will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future and EMD shall be forfeited.

24. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.

25. The bidder shall bear all costs associated with the preparation (including site visit, if required and other expenses incurred during bidding process) and submission of its bid, and the Purchaser/EIL shall in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process.

26. 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.

27. Price evaluation and award shall be carried out as mentioned in BDS.

28. Reverse Auction is **NOT APPLICABLE** for this RFQ.

29. NDA: Not applicable

30. For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

31. **PURCHASE PREFERENCES:**

    i. Purchase Preference under PPP-MII – **Not Applicable**
    ii. Purchase Preference to MSE – **Applicable**
    iii. Relaxation to Start-up Enterprises – **Not Applicable**
    iv. Purchase Policy for Domestically Manufactured Iron & Steel – **Not Applicable**

***Please specify E-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,

(Lotavath Thavurya)
GM (SCM-C&P)
Engineers India Limited

Notes to RFQ:

1. Commercial Terms and Conditions for this Job C213 has not been prepared since there is only 3 MRs mentioned in LOA by NRL to EIL, in line with Cl. No. 1.4.2 c) of Section:B of DOP.
2. 'EIL - C&P Procedure for LSTK/OBE Projects' is being followed for the subject RFQ as per Project Checklist.
3. The procurement shall be carried out through CPP Portal since Technical Loading is applicable for this item and hence the same is not feasible through GeM portal.
4. Costing vide mail dated 17.04.2026 provided the Preliminary Cost Estimate as less than INR 1 Cr.
5. As per Project Inputs, the RFQ is being issued on Limited Indigenous basis to 13 bidders in line with Supplier list dated 13.04.2026 provided by Engineering.
6. EIL standard payments terms has been sent to NRL for their review and approval. NRL approval is still awaited on the same. However, EIL standard payment terms has been incorporated in this RFQ. In case of any changes in payment terms by NRL, same shall be amended through Commercial Amendment.
7. Project vide e-mail dtd 20.02.2026 informed that Invoicing and Consignee Details shall be provided to successful bidder during KOM, hence details of same has not been incorporated in enquiry.
8. As per Project checklist, Reverse auction is not applicable.
9. The validity of BG or FDR or Insurance Surety Bond towards CPBG is being kept as 3 months beyond the expiry of Guarantee/warranty period in line with NRL LOA dated 02.01.2026.
10. Variation on account of Basic Custom Duty & Social Welfare Surcharge is not applicable for this RFQ as per project mail dated 10.04.2026.

Prepared By:

Sweta Kumari
AGM (SCM-C&P)

Checked By:

Shashi Shekhar
AGM (SCM-C&P)

Approved By:

L. Thavurya
GM (C&P)

INSTRUCTIONSTO

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/PURCHASER:** Client/ Owner means Project Owner i.e., "Numaligarh Refinery Limited, NRL Complex, Numaligarh, Dist. – Golaghat, Assam- 785699 , " 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/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 CPP Portal https://eprocure.gov.in/eprocure/app.

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/intimated for issuance of 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 or intimation for issuance of Bidding Document has been sent through EIL tender portal. Refer BDS for type of bidding.

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/MoPNG 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 / Owner/MoPNG on due date of submission of bid / during the process of evaluation of the bids, theoffer 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** EIL/Owner/MoPNG after opening of price bid and such Bidder / Consortium happens to be the lowest bidder, the next lowest bidder shall be considered as L1 .

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

2.8 CONFLICT OF INTEREST (FOR LIMITED ENQUIRIES ONLY):

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

i) 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.

ii) 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:

i. The principal manufacturer directly or through one agent on his behalf; and

ii. 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.

2.9 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). In view of the above, Bidder to submit signed and stamped copy of **Form-IA/IB/II**, as applicable (on Company's Letterhead) attached with **Appendix-V** of this ITB for compliance.

2.10 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 19.7.2024 issued by DPIIT and as amended time to time 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.

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. CPP Portal https://eprocure.gov.in/eprocure/app). 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)
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 / BDS
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 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)
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 its 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 person in EIL/NRL 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 shall submit their queries strictly within cut-off date after which, EIL shall reserve the right not to entertain any queries.

6.3 Bidders or their competent authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bidding document and Scope of Work etc. can be addressed during the pre-bid meeting to enable the bidder to submit Zero Deviation Bid.

6.4 Bidders shall treat the pre-bid meeting as of utmost importance in their own interest and depute competent persons to understand the requirement and capable of taking spot decision to sort out all the technical, commercial and legal issues. Bidders are also advised to attend the pre-bid meeting along with their technical, commercial and legal representative, if so desired, to get all issues clarified for submission of "Zero- Deviation bid" to meet the project time schedule.

6.5 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.

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

6.7 **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 their country
c) Bidder's Embassy in India
d) Any translator in India recognized / authorized by Bidder's Country's Embassy

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 in two / three parts i.e. PART-I (Techno-commercial part), PART-II (Priced part) & Part-III [(Bid Security / EMD (in original)] (in open competitive bidding only) as detailed below.

Bidders to upload the unpriced bid (comprising of bid security, technical bid, other documents, etc.) and priced bid (offer prices) strictly in the Un-priced & Priced folders respectively at designated place on CPP Portal. Non-Compliance to the same may lead to rejection of their offer.

11.1 TECHNO-COMMERCIAL/ UNPRICED BID (through e-tender 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 CPP portal

11.2 Priced Bid (through e-tender portal)

Containing only prices duly filled in the prescribed price schedule excel format and other formats provided in the Bidding Document, consisting of the following:

(a) Prices in Price Schedule Format (available in the .xls format which is uploaded on Tender portal).

Note:

1. Part-II shall be uploaded in "FINANCE" folder in e-tendering portal

2. Deviation to terms & conditions, presumptions etc. shall not be stipulated in Priced part of bid. 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).

3. Bidder to note that if they submit prices in un-priced part of their bid, such prices shall not be considered. The prices as submitted in the priced part in e-tendering portal only shall be considered for evaluation and award. If prices are not found in the priced part and even if mentioned elsewhere, the bid shall be rejected

4. All documents uploaded in the e-tendering portal shall be deemed considered digitally signed documents by the authorized signatory of the bidder holding Power of Attorney.

11.3 Bid Security (to be submitted in original) [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 or Bid Security 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/FDR, bidders shall also be required to submit the original DD/ BG to EIL before the final bid due date and time. If the Bidder fails to submit Bid Security (BG/ DD/FDR) 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 is as follow:

DAK RECEIPT SECTION,
ENGINEERS INDIA LIMITED
R&D COMPLEX, SECTOR-16 (On N.H.-8)
TOWER-2 (GROUND FLOOR),
GURUGRAM - 122 001
HARYANA (INDIA)
Attn.: Mr. Lotavath Thavurya, GM (SCM-C&P)
Phone No.: +91-124- 289 1281
e-mail: l.thavurya@eil.co.in

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.

11.3.5 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**), wherever required as per Bid Data Sheet. The bidder shall be required to furnish an undertaking (**Annexure-I to Form-D**) confirming that he is not involved in any case of transgression in terms of integrity pact. **Non-submission of Integrity pact including Undertaking 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 IP 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. However, in case of Proprietorship firm IP may be signed by the Proprietor and in case of Partnership firm, IP shall be signed by all Partners of the firm.

In case of consortium bids (if permitted in BDS), Integrity Pact shall be signed by all consortium members.

In case of Sub-contracting, the Principal contractor shall be solely responsible for adherence to the provisions of the Integrity Pact. The Integrity Pact and Affidavit of transgression shall be submitted by the principal contractor only.

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:

i) 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.

ii) 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. 13.1 ii) 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 CPP 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 DELETED

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

As per Clause No. A of Annexure-XI to SPC.

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. Change of currency once quoted will not be allowed.

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:

a) Withdraws its bid during the period of bid validity,, or any extension thereto provided by the bidder; or submits multiple bids/alternative bids in accordance with relevant provision of Instruction to Bidder (ITB).

b) In case, during evaluation of bid, it is found that any forged/fake document has been furnished; or

c) on his own modifies his bid during the period of bid validity; or

d) 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.

e) 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.

f) Any other reason if specified elsewhere in RFQ Document

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, 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 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)]

17.2 Details regarding certification of documents are specified in the NIT/ IFB. Bidder is required to submit the certified qualification documents accordingly.

17.3 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 **Annexure-VI to ITB**.

17.4 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:

a) 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.

b) 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.

c) Payment shall not be released till verification is complete.

d) Failure of cross verification shall entitle EIL to reject the bid or terminate the Purchase Order/Contract, if issued.

e) 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.

f) 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 Annexure-VI to ITB that BQC/PTR documents submitted in this bid has already been verified by bidder's client.

g) 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.

It shall be the responsibility of the Bidder to provide complete assistance to EIL for carrying out the verification exercise. Accordingly, Accordingly, bidder shall ensure that they submit those executed and completed Work(s)/Contract(s) meeting the BQC for which they can arrange such verification from their respective Clients.

18.0 PERIOD OF VALIDITY OF BIDS

18.1 Bids shall remain valid for the period specified in the 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 may refuse the request after which their offer will not be considered for further evaluation. A bidder granting the request shall not be permitted to modify its bid. 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 [ONLY IN CASE OF OPEN COMPETITIVE BIDDING (NIT/IFB)]

20.1 Bids shall be signed by the authorized signatory of the bidder.

20.2 Bidder shall submit a Power of Attorney in the name of such authorized signatory(ies). Requirements for submitting the POA shall be as follows:

20.2.1 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.

20.2.2 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 tender duly signed by all the Partners.

Bidder shall submit the copy of Partnership Deed.

20.2.3 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.

20.2.4 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.

20.2.5 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.

Both Leader as well as Member 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.

For Foreign Bidders, POA shall be:

- on the Stamp Paper of appropriate value or engraving/embossing, in lieu of non-judicial stamp paper, as per applicable laws in Bidder's Country; or
- as per any other system prevailing in the bidder's country for the purpose of issuing POA.

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.

However, in case foreign bidder does not have digital signature issued by an Indian certifying authority, he can authorize his Indian representative to use the representative's digital signature to upload the bid on behalf of foreign bidder. In such a case, the authorization letter shall be submitted alongwith the bid.

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 an 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 of the e-tendering portal only.

Wherever the bidder has not submitted the authenticated documents through e-tendering as per the requirement of bidding document, bidder shall submit the original authenticate documents, within the time permitted in the bidding document or in response to any subsequent CQs/TQs, issued to the bidder for submission of physical documents.

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 CPP 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 CPP Portal (https://eprocure.gov.in/eprocure/app) 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, 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/Start up, then bidder shall upload the documentary evidence of the

same on the e-tender portal.

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 CPP Portal**.**

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 **There are two specific features in CPP viz, "Withdraw" and "Re-Submission". Bidders should not use the feature "withdraw" unless they have decided to withdraw their bids for non-participation in the bidding process. It is to be noted that once "withdraw" feature is used they will not be allowed to re-submit their bid against this RFQ. In case a Bidder desires to change/resubmit his bid for any reason before bid due date, Bidder shall use "Re-Submission" feature**.

26.4 In case bidder fail to accept the order or withdraw the bid after bid submission, 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. The Bidders who have submitted their e-Bids may witness the e-bid opening online in the CPP Portal from any place and also will be able to view the name of all the Bidders.

27.2 The order of part wise opening of bids shall be as follows;

(i) On scheduled date and time of UNPRICED bid opening,

- **In case of limited competitive bidding:**

  (a) Opening of documents of Part–I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.

- **In case of open competitive bidding (NIT/IFB):**

  (a) Copy of Bid Security/ exemption documents, as applicable, submitted along with e-bid shall be verified that whether Bid Security has been furnished as per bid requirement.

  (b) Upon meeting the requirement of Bid Security as per Clause No. 16.0 of ITB, Opening of documents of Part–I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.

  (c) If a bidder has not complied with Bid Security requirement as per b) above and/or Bid Security (BG/DD), in original, in accordance with Clause No. 11.3 of ITB is not received within the deadline as per IFB such bidder's offer shall be rejected out rightly.

(ii) Part-II of 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: The bidders who have submitted their bid will be able to view online the name & status of all the bidders at their respective windows, after bid opening by EIL. Accordingly, 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 or MoPNG after issue of enquiry but before unpriced bid opening, their bid will not be considered for further evaluation. If a supplier / an agency is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL or Client or

MoPNG 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** EIL or Client or MoPNG 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.

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.

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.**

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.

30.8 No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid 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;

i) Fulfils the technical, financial and other requirements as specified in the Bidding Document;

ii) Bid's responsiveness in accordance with Clause No. 30.0 of ITB and clarifications thereafter, if any;

iii) Any other relevant factor, if any that EIL deemed necessary or prudent to be taken into consideration.

iv) Authentication of qualification documents (open competitive bidding)

v) 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 upto 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 EIL shall publish the time and date for online price bid opening in e-procurement portal (CPPP) and the bidders who qualify pursuant to unpriced bid evaluation shall be notified through e-mail.

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

The prices quoted by bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the bidder in the SOR/price schedule formats. Based on the format of price schedule/ SOR, following provisions shall be applicable:

34.1 RATE AND AMOUNT IN FIGURES AND WORDS

a. When there is a discrepancy between the rate in figures and in words for an item, the rate which corresponds to the amount shall be taken as correct.

b. When the rate quoted by the bidder in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

c. When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate. If there is an error in total corresponding to the sub- totals, the totals shall prevail and sub-totals shall be corrected;

34.2 RATE AND AMOUNT IN FIGURES ONLY

When rate and amount are in figures only, in case of discrepancy, the rate quoted by bidder shall be taken as correct.

34.3 LUMPSUM AMOUNT ONLY IN FIGURES AND WORDS

When a lumpsum amount is quoted in figure and words but unit rates are not required to be quoted, amount quoted in words shall be taken as correct.

34.4 Bidders confirms acceptance to arithmetical errors. Failure to accept the correction in accordance with Clause **above**, shall result in the rejection of the Bid and forfeiture of Bid Security, if 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/BDS 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.

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 in case L1 bidder is MSE)**

Based on the lowest evaluated item wise prices out of the techno-commercial acceptable bidders, the shifting of order shall be carried out provided the following conditions are met:

a) Shifting shall be done only if shifting cost of each order is up to INR 2,00,000/-.

b) Shifting shall not be resorted to if the value is more than 25% of the total order value of the recommendation. However, this ceiling will not be applicable where total order value of recommendation is up to INR 8,00,000/-.

c) In case the order value on L1 bidder is more than INR 5,00,000/- then shifting shall not be resorted. With above shifting the selected bidder for award will be deemed to be L1 bidder.

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.**40.0** below.

36.10 **REVERSE AUCTION** - *NOT APPLICABLE*

36.11 TIE AMONG LOWEST EVALUATED PRICES

In an extreme situation, when there is a 'TIE' based on the evaluated price (after loadings, if any) recourse shall be taken on the basis of bidder's maximum average annual turnover during the last 3 years. For this purpose, average annual turnover of the bidders having tie, shall be tabulated for the past 3 years and maximum average annual turnover during the last 3 years shall be determined for each bidder. The bidder whose average annual turnover is highest shall be the recommended bidder.

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 PREFERENCE TO MICRO OR SMALL ENTERPRISES

38.1 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 reclassification, 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.

38.2 Preference, if applicable to MSEs, shall be as per BDS.

38.2.1 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.

38.2.2 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.

38.2.3 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, inline 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, 4% will be met from other MSEs.

Additionally, out of 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, 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, then 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%.

38.3 MSE bidders shall submit the following:

38.3.1 Only **Udyam Registration Certificate** for Micro & Small Enterprises shall be considered for availing the various benefits under Public Procurement Policy for MSE, 2012 (PPP- MSE, 2012). 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 applying above benefits for entire evaluation.

38.3.2 Micro & Small Enterprises shall be considered as owned by SC/ST Entrepreneurs as per the below definition:

- 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 order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, 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/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Excutive Magistrate/ Extra Assistant Commissioner (not below the rank of 1 st 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/ Secretatry to Administrator/ Development Officer (Lakshdweep Islands).

38.3.3 Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be Women.
- 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.
- The above documents submitted by the bidder shall be submitted duly certified as per the prevailing authentication system in EIL.

38.3.4 Bidders shall be required to submit the necessary valid documents to support their valid status as Micro or Small Enterprises (MSEs) in the first instance along with the bid.

38.3.5 It is bidder's responsibility to submit correct, genuine and authentic documents to support their claim. However, EIL shall reserve the right to cross verify the bidder's claim by itself or seeking additional supporting documents from the bidders

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 organisation 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 organisation will not be entertained.

38.3.6 In case, a MSE bidder doesn't submit the MSE document or submits invalid document, such bidders shall not be considered for providing the benefits under MSE Policy.

38.4 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 by 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).

ii. The report shall be signed by authorised person of contractor (Successful Bidder).

iii. 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

38.5 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 Platforms:

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

MSME bidders are requested to register on the TReDS platform.

39.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)

39.1 Refer **Appendix – III** TO ITB

39.2 For applicability, Bid Data Sheet (BDS)

40.0 PROVISION REGARDING POLICY OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII),:

40.1 Ministry of Petroleum & Natural Gas (MoPNG) vide File no. FP-20013/24/2017-FP-PNG-(E-17013) dated 21.08.2024, have issued revised 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 Venturesthat have 51% of more equity by one or more Public Sector Undertakings under MoP&NG. Copy of the notifications is available on MoPNG website.

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 applicability refer Bid Data Sheet (BDS)

For Concurrent Applicability of PPP-MII & MSE Policy, Appendix-VII to ITB shall be applicable.

41.0 PREFERENCE TO CENTRAL PSUs

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

F. AWARD OF CONTRACT

42.0 AWARD CRITERIA

42.1 Pursuant to clause no. 36.0 and Clause no. 37.1 of ITB, the EIL on behalf of Owner 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 item wise / Groupwise ordering philosophy defined in Bidding Document. 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).

42.2 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.***

42.0 NOTIFICATION OF AWARD

42.1 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)**" 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.

42.2 The Delivery Schedule shall commence from the date of issue of LOA/PO (whichever is issued earlier).

42.3 LOA/PO shall contain price, delivery and other salient terms of bid and RFQ Document.

42.4 Bidder will be required to acknowledge receipt of the same by returning "Copy of the LOA/PO" duly signed and stamped by the bidder as a token of acknowledgement to EIL.

43.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE

43.1 Within 30 days from the date of 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.

43.2 Failure of the successful bidder to submit the above-mentioned **Contract Performance Bank Guarantee / Demand Draft** shall constitute sufficient grounds for the annulment / termination / cancelation of the award.

44.0 WAIVER OR TRANSFER OF THE AGREEMENT

44.1 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.

45.0 CARTEL FORMATION

45.1 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.

47.0 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.

48.0 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 https://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

APPENDIXES

TO INSTRUCTIONS TO BIDDER

Instructions to Bidders for e-Tendering

[APPENDIX-I TO INSTRUCTIONS TO BIDDER]

1.0 INSTRUCTIONS TO BIDDERS FOR E-TENDERING

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: http://eprocure.gov.in) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

Various links such as “Help for Contractor”, “Information about DSC”, “FAQ”, “Resources Required”, “Bidders Manual Kit” etc. are available on home page of http://eprocure.gov.in/eprocure/app facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration in CPPP, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app**.**

2.0 REGISTRATION

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

2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (http://tenders.eil.co.in) . These details would be used for any communication from the CPP Portal.

2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

2.5 Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital signature Certificates requirements which comes under Download Tab at https://eprocure.gov.in/eprocure/app and the remaining part is same as above and below.

2.6 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

2.7 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3.0 SEARCHING FOR TENDER DOCUMENTS

3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

3.2 Once the bidders have selected the tenders they are interested in, the same can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4.0 PREPARATION OF BIDS

4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

4.3 To avoid Network congestion, Bidder is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, bidder may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space ("My Documents") provided to the bidder as per s.no 5 below.

4.4 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded by EIL in their Bidding Document.

4.5 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.0 SUBMISSION OF BIDS

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

5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

5.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, within the final bid due date & time. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

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

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

5.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

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

5.9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.0 RETENDER

6.1 Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.

7.0 WITHDRAWAL OF BID

7.1 It may please be noted that bidders now have an additional feature of withdrawing their bids before due date and time. After submitting the bid on the CPP Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won’t be able to submit his bid again for that particular tender.

8.0 ASSISTANCE TO BIDDERS

8.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the

relevant contact person indicated in the tender.

8.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

APPENDIX-II TO ITB

TERMS & CONDITIONS FOR REVERSE AUCTION

NOT APPLICABLE

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APPENDIX-III TO ITB

DOMESTICALLY MANUFACTURED IRON & STEEL POLICY

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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, 17 दिसम्बर, 2025

सा.का.नि. 904(अ).—घरेलू स्तर पर विनिर्मित पूर्ववर्ती लौह एवं इस्पात उत्पाद नीति के अधिक्रमण में, सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने के लिए संशोधित घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद नीति-2025 को आम सूचना के लिए एतदद्वारा प्रकाशित किया जाता है।

सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2025

1. पृष्ठभूमि

1.1 यह नीति सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।

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1.2 यह नीति परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों की खरीद, परिशिष्ट ख में सूचीबद्ध पूंजीगत वस्तुओं की खरीद और परिशिष्ट ग में स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से प्रौद्योगिकी पर लागू होती है।

2. परिभाषाएं

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

2.2 **घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद** वे लौह एवं इस्पात उत्पाद हैं जिनका विनिर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एसईजेड) शामिल हैं।

2.3 **घरेलू विनिर्माता** केंद्रीय माल और सेवा कर अधिनियम, 2017 की धारा 2(72) के अनुरूप एक विनिर्माता है।

2.4 **घरेलू मूल्य संवर्धन** का अर्थ है भारत में जोड़े गए मूल्य की राशि जो अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) में से अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य के अनुपात के रूप में वस्तु में आयातित सामग्री के मूल्य (सभी सीमा शुल्कों सहित) को घटाकर प्रतिशत में प्राप्त होगी। 'घरेलू मूल्य संवर्धन' की परिभाषा डीपीआईआईटी दिशा-निर्देशों के अनुरूप होगी और भविष्य में डीपीआईआईटी द्वारा किसी भी बदलाव के मामले में इसे उपयुक्त रूप से संशोधित किया जाएगा। इस नीति दस्तावेज के उद्देश्य के लिए, घरेलू मूल्य संवर्धन और स्थानीय सामग्री का परस्पर उपयोग किया गया है।

% घरेलू मूल्य संवर्धन =

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) - वस्तु में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)}

---------- X 100%

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

2.5 **तैयार इस्पात** (फिनिश्ड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।

2.6 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।

2.7 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।

2.8 **स्वदेशी प्रौद्योगिकी:** किसी प्रौद्योगिकी को स्वदेशी प्रौद्योगिकी माना जाएगा यदि, इकाई की कम से कम 51% इक्विटी भारतीय निवासियों के पास हो और आईपीआर का स्वामित्व या सह-स्वामित्व किसी भारतीय इकाई के पास हो या विशेष रूप से उन्हें लाइसेंस प्राप्त हो तथा मुख्य इंजीनियरिंग अनुसंधान एवं विकास और परियोजना निष्पादन क्षमताएं भारत में हों।

2.9 **एल1** का तात्पर्य निविदा अथवा अन्य अधिप्राप्ति अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य अधिप्राप्ति अनुरोधों में प्राप्त न्यूनतम निविदा अथवा न्यूनतम बोली अथवा न्यूनतम भाव से होगा।

2.10 **एमओएस** का आशय इस्पात मंत्रालय, भारत सरकार से है।

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। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में शामिल मदों के लिए 20% होगा।

2.12 **मेल्ट एंड पोर** को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात बनाने वाले फर्नेस में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। जिस स्थान पर यह प्रक्रिया होती है उसे मेल्ट एंड पोर (सीओएम) का उद्गम स्थल कहा जाता है। सीओएम वह मूल स्थान है जहाँ क्रूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। मेल्ट एंड पोर (सीओएम) का देश भारत होना चाहिए। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।

2.13 **निवल बिक्री मूल्य** इन्वॉइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।

2.14 **अर्ध-तैयार इस्पात** (सेमी-फिनिश्ड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूम्स और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।

3. अपवर्जन

3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी अधिप्राप्ति के लिये निम्नलिखित शर्तों के अध्यधीन छूट प्रदान की जा सकती है।

3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का विनिर्माण 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।

3.2 छूट संबंधी अनुरोध लौह एवं इस्पात उत्पादों की घरेलू स्तर पर अनुपलब्धता के पर्याप्त प्रमाण के साथ स्थायी समिति के समक्ष प्रस्तुत किए जाएंगे।

4. स्थायी समिति

4.1 सचिव (इस्पात) की अध्यक्षता में एक स्थायी समिति नीति के कार्यान्वयन को देखेगी।

4.2. इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एमओएस) से लिए गए विशेषज्ञ शामिल होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा:

4.2.1 नीति के कार्यान्वयन की निगरानी करना।

4.2.2 परिशिष्ट क, परिशिष्ट ख और परिशिष्ट ग में उल्लिखित लौह एवं इस्पात उत्पादों की सूची, घरेलू सामग्री आवश्यकता मानदंड और नीति निर्देशों की समीक्षा करना और उन्हें अधिसूचित करना।

4.2.3 पैरा 3 के अनुसार प्रापण एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।

4.2.4 इस नीति के कार्यान्वयन से संबंधित शिकायतों की प्रारंभिक जांच के लिए एक शिकायत निवारण समिति का गठन करना।

4.2.5 अधिप्राप्ति एजेंसी द्वारा इस नीति का अनुपालन न किए जाने की स्थिति में संबंधित मंत्रालयों/विभागों को उचित कार्रवाई के लिए निर्देश जारी करना और सलाह देना।

4.3 जहां भी प्रापण इकाई इस निष्कर्ष पर पहुंचती है कि उपलब्ध बोलीदाता/विनिर्माता द्वारा अनुचित रूप से उच्च मूल्य निर्धारित किया गया है, तो मामले को स्थायी समिति को भेजा जा सकता है। ऐसे मामलों में, प्रापण इकाई को अपने मामले को पूर्ण और विस्तृत दस्तावेज़ों के साथ प्रमाणित करना होगा।

4.4 बोली दस्तावेज़ में विदेशी प्रमाणन/अनुचित तकनीकी विनिर्देश निर्दिष्ट करना स्थानीय आपूर्तिकर्ताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण व्यवहार है। यदि भारतीय मानकों की अनुपलब्धता और/या किसी अन्य कारण से विदेशी प्रमाणन निर्धारित करना आवश्यक है, तो ऐसा समिति की लिखित स्वीकृति के बाद ही किया जाएगा।

5. प्रयोज्यता

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु 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 अधिप्राप्ति की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णत:/आंशिक रूप से वित्तपोषित किया जाता है।

5.2 यह नीति लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत माल (परिशिष्ट-ख) की खरीद के लिए सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/निकायों पर लागू होती है।

5.3 परिशिष्ट-ख में लौह एवं इस्पात उत्पादों के विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल की छूट संबंधी सूची शामिल है, जिन्हें आयात किया जा सकता है, तथा पैकेजों के लिए लागू न्यूनतम घरेलू सामग्री की आवश्यकता बताई गई है।

5.4 इस्पात विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल के लिए 20% की खरीद वरीयता लागू है। उदाहरण के लिए, यदि आयात योग्य पूंजीगत माल के लिए न्यूनतम बोलीदाता (एल1) कोई विदेशी

कंपनी है, जिसने उत्पाद पैकेज के लिए 100 करोड़ रुपये की कीमत लगाई है, तो नीति के तहत, समान पूंजीगत माल के घरेलू आपूर्तिकर्ता के लिए 20% की खरीद वरीयता लागू होगी।

5.5 परिशिष्ट-ग में इस्पात बनाने वाले सीपीएसई के लिए स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से खरीद करने के निर्देश और कार्यप्रणाली दी गई है।

5.6 यह नीति उन परियोजनाओं और गैर-परियोजनाओं पर लागू होगी, जहाँ किसी संविदा में लौह एवं इस्पात उत्पादों (परिशिष्ट-क) का कुल अधिप्राप्ति मूल्य मदवार आधार पर 5 लाख रुपये से अधिक है।

5.7 लौह एवं इस्पात उत्पादों की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईएंडएसपी नीति का परिशिष्ट-क)। लौह एवं इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु. तक हो, (डीएमआईएंडएसपी नीति के परिशिष्ट-ख) के लिए पूंजीगत माल की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी।

5.8 यह नीति सरकार के मंत्रालय अथवा विभाग या उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/अथवा अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पातों की अधिप्राप्ति पर लागू है।

6. अधिप्राप्ति के लिए निविदा प्रक्रिया

6.1 प्रापण एजेंसियां डीएमआईएंडएसपी नीति का पालन करते समय वित्त मंत्रालय और सीवीसी के अनुदेशों के अनुसार मानक अधिप्राप्ति संबंधी प्रक्रियाओं का पालन करेगी।

6.2 माल की अधिप्राप्ति के साथ-साथ ईपीसी संविदाओं के लिए निविदा दस्तावेज में परिशिष्ट क और परिशिष्ट ख में उल्लिखित आवश्यकताओं के अनुपालन के लिए योग्यता मानदंड को स्पष्ट रूप से रेखांकित किया जाना चाहिए।

6.3 विनिर्माताओं, बिक्री एजेंटो, अधिकृत वितरकों, अधिकृत डीलरों और अधिकृत आपूर्ति घरों सहित सभी बोलीदाता अपनी बोली के हिस्से के रूप में फॉर्म-1 जमा करेंगे, भले ही वे विनिर्माता हो या अन्य।

6.4 वे बोलीदाता जो परिशिष्ट-क के अंतर्गत आने वाले लौह एवं इस्पात उत्पादों के घरेलू विनिर्माताओं के विक्रय एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति घर हैं, वे नीति के अंतर्गत घरेलू विनिर्माताओं की ओर से स्व-प्रमाणन के साथ बोली लगाने के लिए पात्र हैं, बशर्ते कि बोलीदाता डिलीवरी के समय घरेलू विनिर्माता द्वारा जारी किया गया प्राधिकार प्रमाणपत्र प्रस्तुत करें।

6.5 डीएमआईएंडएसपी नीति के परिशिष्ट ख के अंतर्गत आने वाले उत्पादों के लिए बोलीदाता को कंपनी के सांविधिक लेखापरीक्षक या लागत लेखापरीक्षक (कंपनियों के मामले में) या किसी प्रैक्टिसिंग लागत लेखाकार या प्रैक्टिसिंग चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणन प्रस्तुत करेगा, जिसमें यह घोषणा की गई होगी कि लौह एवं इस्पात उद्योग में

उपयोग किए जाने वाले पूंजीगत माल निर्धारित घरेलू मूल्य संवर्धन के अनुसार घरेलू स्तर पर विनिर्मित किए गए हैं।

6.6 यदि किसी वस्तु के भारतीय आपूर्तिकर्ताओं को किसी विदेशी सरकार द्वारा अधिप्राप्ति में भाग लेने और/या प्रतिस्पर्धा करने की अनुमति नहीं है, प्रतिबंधात्मक निविदा शर्तों के कारण, जिनका प्रत्यक्ष या अप्रत्यक्ष रूप से भारतीय कंपनियों पर प्रतिबंध है, जैसे अधिप्राप्ति करने वाले देश में पंजीकरण, अधिप्राप्ति करने वाले देश में विशिष्ट मूल्य की परियोजनाओं का निष्पादन आदि, तो वह उचित पारस्परिक कार्रवाई के लिए प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएगा।

6.7 इस्पात मंत्रालय द्वारा उन देशों की संस्थाओं की पहचान की गई है, जो भारतीय कंपनियों को इस्पात मंत्रालय से संबंधित किसी भी वस्तु के लिए अपनी सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं देते हैं, उन्हें इस्पात मंत्रालय से संबंधित सभी वस्तुओं के लिए भारत में सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं दी जाएगी, सिवाय इस्पात मंत्रालय द्वारा प्रकाशित उन वस्तुओं की सूची के जो उन्हें भाग लेने की अनुमति देती हैं।

6.8 उपरोक्त शर्त जैम पोर्टल सहित केन्द्र सरकार की प्रापण संस्थाओं द्वारा आमंत्रित सभी निविदाओं का हिस्सा होगी।

6.9 यदि बोली दस्तावेजों में घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तें शामिल की जाती हैं, तो अधिप्राप्ति करने वाले प्रशासनिक विभाग (इसके प्रशासनिक नियंत्रण के तहत किसी भी इकाई द्वारा अधिप्राप्ति सहित) द्वारा इसकी जिम्मेदारी तय करने के लिए जांच की जाएगी। इसके बाद, संबंधित प्रावधानों के तहत प्रापण संस्थाओं के दोषी अधिकारियों के खिलाफ प्रशासनिक या अन्यथा उचित कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआईएंडएसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

6.10 इस आदेश के उल्लंघन के लिए किसी प्रापण इकाई द्वारा प्रतिबंधित आपूर्तिकर्ता प्रतिबंध की अवधि के दौरान किसी अन्य अधिप्राप्ति करने वाली इकाई द्वारा अधिप्राप्ति के लिए इस आदेश के तहत वरीयता के लिए पात्र नहीं होगा। ऐसी अन्य प्रापण संस्थाओं के लिए प्रतिबंध उस तारीख से प्रभावी होगा जिस दिन यह अन्य अधिप्राप्ति करने वाली संस्थाओं के संज्ञान में आता है।

6.11 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 बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोलीदाता 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।

6.12 निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोलीदाता द्वारा गलत घोषणा किए जाने की स्थिति में प्रापण ऐजेंसी शास्ती को स्पष्ट रूप से परिभाषित करेगी। मौजूदा नियमों के अनुसार शास्ती में ऐसे विनिर्माता/ सेवा प्रदाता आदि की ईएमडी को जब्त करना, अन्य वित्तीय शास्ती लगाना और उसे ब्लैकलिस्ट किया जाना शामिल हो सकता है।

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

7.1 इस नीति के प्रावधान प्रकाशन की तारीख से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक पर और आगे बढ़ाया जा सकता है।

7.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की निगरानी करने के लिए नोडल मंत्रालय होगा।

7.3 डीएमआईएंडएसपी नीति के अंतर्गत सभी एजेंसियां तिमाही आधार पर घोषणा पत्र भेजेगी जिसमें पिछले वित्तीय वर्ष के दौरान इस नीति के अनुपालन की सीमा और उसके अनुपालन न किए जाने के कारणों को दर्शाया जायेगा।

अनुलग्नक-क

लौह एवं इस्पात उत्पादों की सूची जिनकी अधिप्राप्ति केवल घरेलू स्रोतों से की जा सकती है

क्र.सं.	लौह एवं इस्पात उत्पाद	एचएस कोड	स्थिति
1	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल्ड उत्पाद, हॉट रोल्ड, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7208	मेल्ट एंड पोर
2	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल उत्पाद, कोल्ड रोल्ड (कोल्ड रिड्यूज्ड किया हुआ), क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7209	मेल्ट एंड पोर
3	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	मेल्ट एंड पोर
4	600 मि.मी. से कम की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7211	मेल्ट एंड पोर
5	600 मि.मी. से कम की चौड़ाई का लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	मेल्ट एंड पोर
6	लौह एवं गैर-मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	मेल्ट एंड पोर
7	लौह अथवा गैर-मिश्रधातु इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	मेल्ट एंड पोर
8	लौह अथवा गैर-मिश्रधातु इस्पात का अन्य बार्स एंड रॉड्स	7215	मेल्ट एंड पोर
9	लौह अथवा गैर-मिश्रधातु इस्पात का एंगल, शेप और सेक्शन्स	7216	मेल्ट एंड पोर
10	लौह अथवा गैर-मिश्रधातु इस्पात का वायर	7217	मेल्ट एंड पोर
11	600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल्ड इस्पात	7219	मेल्ट एंड पोर
12	600 मि.मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात	7220	मेल्ट एंड पोर
13	स्टेनलैस स्टील के अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन्स	7222	मेल्ट एंड पोर
14	अन्य मिश्रधातु इस्पात के वायर	7229	मेल्ट एंड पोर
15	लौह अथवा इस्पात के रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50% घरेलू मूल्यवर्धन
16	कास्ट लौह के ट्यूब, पाइप और हॉलो पाइप	7303	50% घरेलू मूल्यवर्धन
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ट्यूब पाइप और हॉलो प्रोफाइल, सीमलैस	7304	50% घरेलू मूल्यवर्धन
18	लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा	7305	50% घरेलू मूल्यवर्धन

	समान रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो		
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	50% घरेलू मूल्यवर्धन
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	50% घरेलू मूल्यवर्धन
21	स्टेनलैस स्टील का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट-रोल्ड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील का वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रोड, हॉट-रोल्ड	7227	मेल्ट एंड पोर
26	अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रील बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील 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	50% घरेलू मूल्यवर्धन
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	50% घरेलू मूल्यवर्धन
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत 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	50% घरेलू मूल्यवर्धन
30	अधिकतक 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी 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	50% घरेलू मूल्यवर्धन
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलीकृत गैस के लिए कन्टेनर	7311	50% घरेलू मूल्यवर्धन
32	लौह अथवा इस्पात का स्टैंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	50% घरेलू मूल्यवर्धन
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार्ब्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स	7313	50% घरेलू मूल्यवर्धन

	किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर		
34	लौह अथवा इस्पात वायर का ग्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु	7314	50% घरेलू मूल्यवर्धन
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	50% घरेलू मूल्यवर्धन
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	50% घरेलू मूल्यवर्धन
37	लौह एवं इस्पात की वस्तुएं	7317	50% घरेलू मूल्यवर्धन
38	लौह एवं इस्पात की वस्तुएं	7318	50% घरेलू मूल्यवर्धन
39	लौह एवं इस्पात की वस्तुएं	7319	50% घरेलू मूल्यवर्धन
40	लौह अथवा इस्पात की स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	50% घरेलू मूल्यवर्धन
41	लौह अथवा इस्पात के स्टोव्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बॉयलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	50% घरेलू मूल्यवर्धन
42	लौह अथवा इस्पात का सेंट्रल 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	50% घरेलू मूल्यवर्धन
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	50% घरेलू मूल्यवर्धन
44	लौह अथवा इस्पात के सेनेटरी वेयर और उसके पार्टस	7324	50% घरेलू मूल्यवर्धन
45	लौह अथवा इस्पात के अन्य कास्ट सामान	7325	50% घरेलू मूल्यवर्धन
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	50% घरेलू मूल्यवर्धन
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्व-चालित नहीं है	8605	50% घरेलू मूल्यवर्धन
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	50% घरेलू मूल्यवर्धन
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ज्ड किया हुआ पहिया और उसका हिस्सा	8607	50% घरेलू मूल्यवर्धन

परिशिष्ट- ख

लौह एवं इस्पात उत्पादों के विनिर्माण के लिए आयात किए जा सकने वाले पूंजीगत माल (गैर-संपूर्ण) और पैकेज के लिए लागू न्यूनतम घरेलू सामग्री की सूची

क्र.सं.	संयंत्र/यूनिट पैकेज	पूंजीगत माल की न्यूनतम घरेलू सामग्री (%)	आयात योग्य वस्तुएँ
1	**खनन विकास के लिए उपस्कर** • क्रशिंग एवं स्क्रीनिंग संयंत्र • खनिज बेनिफिशियेशन (लौह अयस्क और कोयला) संयंत्र; (बाउंड्री लिमिट: क्रेशर हॉपर में आरओएम की प्राप्ति, विखंडन, पृथक्करण, अयस्क/कोयला प्रसंस्करण से लेकर अंतिम उत्पाद तैयार करना) • स्लाइम बेनिफिशियेशन • स्वचालित लोडिंग सुविधा • कन्वेयर प्रणाली	75%	• वेट हाई इंटेन्सिटी मैग्नेटिक सैपरेटर / हाई ग्रेडीअन्ट मैग्नेटिक सैपेरेटर • हैवी मीडिया साइक्लोन • जाइरेटरी क्रशर • स्पाइलर कंसंट्रेटर • ऑनलाइन ऐश एनालाइजर • बॉल/रॉड/एजी मिल (3.5मी व्यास से अधिक)
2	**खनन परिवहन** • स्लरी पाइपलाइन • लंबी दूरी की कन्वेयिंग प्रणाली	30%	• पीडी पंप • वॉल्व • विशिष्ट/रोप/पाइप कन्वेयर
3	**खदानों के लिए अन्य खनन मशीनरी और हैवी अर्थ मूविंग उपस्कर** (बाउंड्री लिमिट: ड्रिलिंग, रेजिंग, लैडिंग, हॉलेज और खदान तैयार करने के लिए उपस्कर)	लागू नहीं	• डम्पर (220 टन से अधिक पे लोड क्षमता), हाइड्रोलिक एक्सकेवेटर (9 क्यूबिक मीटर बकेट क्षमता से अधिक)
4	**पेलेट संयंत्र उपस्कर** (बाउंड्री लिमिट - फ्लक्स और बाइंडर के लिए ग्राउंड हॉपर प्राप्त करना, बेल्ट कन्वेयर उत्पाद पेलेट बेल्ट कन्वेयर को आईओएफ फीडिंग)	85%	• पैलेट कार, हाई इंटेंसिव मिक्सर, बॉलिंग डिस्क, वर्टिकल रोलर मिल, ड्राइव/डिस्चार्ज एंड स्प्रोकेट असेंबली, कर्व्ड रेल, स्लाइड रेल, सिंगल डेक रोलर स्क्रीन और डबल डेक रोलर स्क्रीन, इंड्यूरेशन मशीन ड्राइव असेंबली, लेवल-2 ऑटोमेशन

	लौह/इस्पात निर्माण		
5	**कच्चे माल की हैंडलिंग प्रणाली** (बाउंड्री लिमिट - वैगन टिपलर से संबंधित उपयोगकर्ता इकाइयों तक)	95%	• बैरल कप्लिंग, हेवी ड्यूटी बियेरिंग, क्रेन रेल लुब्रिकेशन प्रणाली, स्लियू रिंग बियरिंग्स, टोंग्स (विशेष), वाइब्रेशन आइसोलेशन प्रणाली (स्प्रिंग डैम्पर), हाइड्रॉलिक मोटर और हाइड्रॉलिक पंप (वैगन टिपलर, साइड आर्म चार्ज, स्टैकर सह रिक्लेमर, स्लियू स्टैकर में स्थापित) इलैक्ट्रॉनिक कार्ड, अनबैलेंस्ड मोटर, वैगन टिपलर का कैम लिमिट स्वीच।
6	**कोक ओवन बैटरी** (टॉप चार्ज और स्टैम्प चार्ज दोनों) (कोयला बंकर से कोक डिस्चार्ज बकेट तक)	90%	• एंकरेज सिस्टम के स्प्रिंग्स, सीओजी बूस्टर, स्टैम्पिंग ट्रेन, बॉन्डिंग प्रेस
7	**कोक ड्राई क्वेन्चिंग संयंत्र** (हॉट कोक प्राप्त करने वाली बेकट से कूलिंग चैम्बर के डिस्चार्ज श्यूट ढलान तक)	90%	• मिल फैन और मोटर, कूलिंग चैम्बर के ट्विन फ्लू के लिए विशेष रिफैक्ट्री
8	**उपोत्पाद संयंत्र** (प्राथमिक गैस कूलर से स्वच्छ कोक ओवन गैस के नेटवर्क तक)	90%	• एग्जॉस्टर और मोटर, क्लॉज किल्न का बर्नर, कैटलिस्ट, टेल गैस विश्लेषक, पैलेटाइजेशन इकाई
9	**सिंटर संयंत्र उपस्कर** (बाउंड्री लिमिट - उत्पाद सिंटर बिन के नीचे वाइब्रो-फीडर हेतु कच्चे माल के लिए रिसिविंग बिन)	75%	• हाई इन्टेन्सिव मिक्सर और ग्रैनुलेटर इकाई, पैलेट कार, ड्राइव स्प्रोकेट, सिंटर मशीन के गियर बॉक्स के साथ मुख्य ड्राइव, स्लाइड रेल और कर्व्ड रेल, हॉट सिंटर ब्रेकर और ग्रिज़ली, एनुलर डिप रेल कूलर, सिंटर प्लांट एग्जॉस्टर अनुप्रयोग के लिए एलसीआई ड्राइव सिस्टम • इगनिशन फर्नेस स्पेयर पार्ट्स (रिफैक्ट्री/नियंत्रण प्रणाल/बर्नर असेंबली) • इग्ज़ोस्टर (वेस्ट गैस फैन) और सिस्टम स्पेयर पार्ट्स

10	**ब्लास्ट फर्नेस उपस्कर** बाउंड्री लिमिट*:* **इनपुट*:*** • **कच्चा माल -** संबंधित सामग्री के बंकरों का ऊपरी भाग • **कोल्ड ब्लास्ट** - स्नॉर्ट वाल्व का इनलेट • **औद्योगिक जल** - बीएफ पंप हाउस **आउटपुट** • **हॉट मेटल -** टारपीडो लेडल में भरी जाती है • **ग्रेनुलेटिड स्लैग -** ग्रेनुलेटिड स्लैग यार्ड के लिए	70%	• बेल लेस टॉप गियर बॉक्स, ऊपरी सील डिवाइस जो ऊपरी सामग्री गेट और ऊपरी सील वाल्व को कवर करती है, निचली सील डिवाइस जो निचले सामग्री गेट और निचले सील वाल्व को कवर करती है, ब्लीडर वाल्व, टिलटिंग रॉकर, वियर लाइनर्स, गौगल वॉल्व, इक्वलाइजिंग एंड रीलीफ वॉल्व, श्यूट रोटेशन मोटर्स, डिस्ट्रीब्यूशन श्यूट, फीडर स्पाउट, श्यूट्स और फनल्स आदि। • हार्थ रिफ्रैक्टरी (कार्बन ब्लॉक) • टॉप रिकवरी टर्बाइन सिस्टम (टीआरटी) • क्यू-स्टेव्स • एसजीआई स्टेव्स • कास्ट हाउस उपस्कर (मड गन, ड्रिलिंग मशीन और मुख्य ट्रॉफ मैनिपुलेटर) • प्रोब, प्रोफाइलोमीटर और स्टॉक स्तर सूचक (रडार टाईप) • गैस सफाई संयंत्र (एजीएस प्रणाली) • स्टोव सिस्टम - सिरेमिक बर्नर और तकनीकी वाल्व • अपशिष्ट ऊष्मा पुनर्प्राप्ति प्रणाली • टर्बो ब्लोअर • बॉल मिल • पीसीआई इंजेक्शन सिस्टम • लेवल-II ऑटोमेशन • कॉपर प्लेट कूलर्स • ट्यूयेर कूलर्स • स्टोव टेकनोलॉजिकल वाल्व • एसजीपी का डीवाटरिंग व्हील • टोरपेडो लैडल कार चेन असेबली • डोम फिल्ड डंप वाल्वस • ट्यूयेर स्टाक असेंबली
11	**गैस आधारित डायरेक्ट रीडक्शन संयंत्र उपस्कर** (बाउंड्री लिमिट*:* डीआरआई रिएक्टर के शीर्ष पर कच्चे माल की प्राप्ति और ईएएफ में हॉट डीआरआई का डिस्चार्ज)	50%	• रिएक्टर चार्जिंग सिस्टम • रिएक्टर • रिएक्टर डिस्चार्जिंग प्रणाली • ईएएफ में नुमैटिक ट्रांसफर • ब्रिकेटिंग प्रणाली के लिए डिस्चार्च रूट • ब्रिकेटिंग फीडिंग सिस्टम

			• ब्रिकेटिंग प्रणाली • रिडक्शन गैस सर्किट • CO_2 निष्कासन इकाई • प्रक्रिया गैस हीटर • सुधारक प्रणाली • हीट रिकवरी प्रणाली • प्रोसेस गैस कम्प्रेसर • ब्लोअर्स • सील गैस प्रणाली • फ्लू गैस फैन/हॉट फैन • प्रोसेस वाल्व • क्रिटिकल बेलोज • क्रिटिकल रिफ्रैक्ट्री • प्राकृतिक गैस शोधन पूर्व प्रणाली • लेवल-II ऑटोमेशन
12	**ऑक्सीजन संयंत्र 700 टीपीडी और उससे अधिक** (बाउंड्री लिमिट: ऑक्सीजन संयंत्र सीमा पर पानी, विद्युत)	30%	• मुख्य एयर कंप्रेसर • बूस्टर एयर कंप्रेसर • एक्सपेशन टरबाइन • रिबॉयलर • क्रायोजेनिक पंप • एएसयू के हीट विनिमय तत्व • प्रेशर कॉलम • मुख्य कंडेंसर, लो प्रेशर कॉलम • क्रूड आर्गन कॉलम, शुद्ध आर्गन कॉलम और कंडेंसर के साथ कंडेंसर ब्लॉक • मुख्य हीट एक्सचेंजर, शुद्ध आर्गन इवापरेटर सब-कूलर • एलओएक्स-आइसी-प्रोसेस पंप • एलआइएन-आइसी-प्रोसेस पंप • एलएआर-ट्रांसफर -प्रोसेस पंप • डेंस फ्लूइड एक्सपेंडर • बूस्टर हीट एक्सचेंजर • पीपीयू के लिए मॉलिक्यूलर सीव्स स्विचिंग वाल्व • क्रिटिकल सेफ्टी वाल्व • स्पेशलाइज्ड वाल्व • कंट्रोल वाल्व • कोल्ड बॉक्स • कंट्रोल वाल्व जीओएक्स-प्रोडक्ट

			• कोल्ड बॉक्स के फ्लो मापने वाले उपकरण • एक्सपेंडर - ब्रेक जेनरेटर, फ्रीक्वेंसी कन्वर्टर्स
13	**इस्पात प्रसंस्करण**		
13.1	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट के साथ को-** **इंजेक्शन प्रक्रिया** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल को टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है "सल्फर(एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	75%	• इंजेक्शन लांस और सहायक उपकरणों के साथ स्वचालित सैंपलिंग इकाई • सहायक उपकरणों के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने के साधन
13.2	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट मैकेनिकल स्टिरर (केआर) प्रक्रिया के साथ** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है, "सल्फर (एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	70%	• सहायक उपकरणों के साथ इम्पेलर, इम्पेलर लिफ्टिंग और स्टीरिंग उपस्कर, गाइड फ्रेम • सहायक सुविधाओं के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने का साधन
13.3	**बेसिक ऑक्सीजन फर्नेस/एलडी ईकाई** [शोधित हॉट मेटलको बीओएफ कनवर्टर में डाला जाता है, जहां इसे इस्पात में परिवर्तित करने के लिए प्रसंस्कृत किया जाता है, जिसकी फिर लैडल फर्नेस (एलएफ) में आपूर्ति की जाती है]	65%	• क्लैम्पिंग के साथ लांस बॉडी, लांस कैरिज, लांस गाइड, लांस होइस्ट और ट्रॉली, सहायक उपकरणों के साथ लांस कॉपर टिप्स। • आपातकालीन टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर्स। • ज्वाइंट के साथ बॉटम स्टिरिंग प्रणाली, वाल्व स्टेशन और रोटरी • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व

			स्टेशन • सहायक उपकरणों के साथ उप-स्लांस प्रणाली • सभी सहायक उपकरणों सहित कंटेनर प्रयोगशाला। • सहायक उपकरणों के साथ स्वचालित गैस कपलिंग (ऑटो कपलर)। • कनवर्टर रेकिंग मशीन। • कनवर्टर टैप होल बदलने की मशीन • रिफ्रैक्टरी निगरानी (लेजर) मशीन। • कन्वर्टर शेल पार्ट्स, सस्पेंशन सिस्टम, रोटरी जॉइंट, स्लैग स्टॉपर और इसके कंट्रोल वाल्व • कन्वर्टर टिल्टिंग ड्राइव सिस्टम और सस्पेंशन सिस्टम, गियरबॉक्स और मोटर्स, न्यूमेटिक मोटर्स और कंट्रोल वाल्व, पोजीशन एनकोडर, क्लच सिस्टम, लुब्रिकेशन सिस्टम कंपोनेंट्स। • लैडल ट्रांसफर कार रेल ट्रैक सिस्टम (ए सीरीज़ टाइप) और गियरबॉक्स, स्टिरिंग कपलिंग। • लोमास गैस एनालाइज़र, मल्टी-लैब तापमान और सैंपल सिस्टम। • लैडल ट्रांसफर कारों के लिए स्टिरिंग कपलिंग। • पीएलसी और आरआइओ। • ऑटोमेशन सिस्टम और सॉफ्टवेयर। • हॉट ज़ोन हाइड्रोलिक पंप और वाल्व। • व्हील ब्लॉक के साथ हॉट ज़ोन गियर वाले मोटर्स। • कन्वर्टर बेयरिंग। • हवा और बिजली से चलने वाला स्लरी कॉम्पेक्शन पंप। • प्राइमरी आईडी फैन, बेयरिंग, मोटर्स, ड्राइव और लुब्रिकेशन सिस्टम। • डब्ल्यूडीएस-कोन
13.4	**इलेक्ट्रिक आर्क फर्नेस यूनिट** (प्राथमिक सामग्री जैसे स्क्रैप, डीआरआई, पिग आयरन और हॉट मेटल को विद्युत ऊर्जा का उपयोग	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड रेगुलेशन प्रणाली • फर्नेस ट्रांसफार्मर सहित हाई करंट प्रणाली • सहायक उपकरणों के साथ ऑक्सीजन और कार्बन इंजेक्शन प्रणाली

	करके तरल इस्पात में परिवर्तित किया जाता है, जिससे कच्चे माल को पिघलाया और परिष्कृत किया जाता है)		• सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.5	**लैडल फर्नेस यूनिट** [तरल इस्पात को वांछित ग्रेड प्राप्त करने के लिए संसाधित/शोधित किया जाता है और निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति किए जाने से पहले बफर स्टॉक के रूप में रखा जाता है]	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड विनियमन प्रणाली • सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.6	**आरएच/आरएच-ओबी यूनिट** [आवश्यक विघटित गैस स्तर प्राप्त करने के लिए तरल इस्पात को डीगैस किया जाता है और फिर निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति की जाती है]	65%	• सहायक उपकरणों के साथ गैस स्टिरिंग सिस्टम/लिफ्ट गैस स्टिरिंग सिस्टम वॉल्व स्टैंड • सहायक उपकरणों के साथ ऑक्सीजन लांस प्रणाली • सहायक उपकरणों के साथ हाइड्रिस मापन प्रणाली
13.7	**आर्गन/ऑक्सीजन डीकार्बराइजेशन (एओडी) इकाई**	70%	• एओडी कन्वर्टर को टिल्ट करने के लिए ड्राइव यूनिट, एयर मोटर, ब्रेक आदि। • लांस कॉपर टिप्स • पानी और ऑक्सीजन के लिए होज़ • इमरजेंसी टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर। • एओडी कन्वर्टर के लिए बेयरिंग, एयर मोटर के लिए इमरजेंसी गियर • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन। • रिफ्रैक्टरी मॉनिटरिंग (लेजर) मशीन • ऑटोमेशन सिस्टम।
13.8	**वीडी/वीओडी**	70%	• गैस एनालिसिस (ऑफ-गैस मास स्पेक्ट्रोमीटर) सिर्फ़ सेंसर। होल्डर भारत में बना है। • ऑटोमेशन और प्रोसेस कंट्रोल सॉफ्टवेयर प्लेटफॉर्म • सहायक उपकरणों के साथ वैक्यूम पंप सिस्टम • ऑक्सीजन टिप्स

			• सहायक उपकरणों के साथ ऑक्सीजन/ आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन।
13.9	**सब्मर्ज्ड आर्क फर्नेस (एसएएफ) इकाई**	65%	• क्ले गन और ड्रिल मशीन • इलेक्ट्रोड उपकरण • स्लिपिंग डिवाइस असेंबली • इलेक्ट्रोड गाइडिंग असेंबली • ऊपरी और निचली मेंटल असेंबली • प्रेशर रिंग असेंबली • कॉन्टैक्ट शू असेंबली • हीट शील्ड असेंबली • इलेक्ट्रोड सील असेंबली • प्रेशर रिंग बेलोज़ • सील रिफ्रैक्टरी • फर्नेस ऑटोमेशन और कंट्रोलर सॉफ्टवेयर
13.10	**सतत कास्टिंग इकाई** (स्लैब कास्टर/बिलेट/ब्लूम राउंड/ कॉम्बी/बीम ब्लैंक) [तरल इस्पात को निरंतर कास्टिंग मशीन (सीसीएम) में स्लैब, बिलेट या ब्लूम में ढाला जाता है]	65%	• सहायक उपकरणों सहित लैडल स्लैग डिटेक्शन प्रणाली • कॉपर ट्यूब और प्लेट, मोल्ड ऑसीलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित सतत तापमान माप प्रणाली। • सहायक उपकरणों के साथ टॉर्च कटिंग मशीन/ आपातकालीन टॉर्च कटर • सहायक उपकरणों सहित विद्युत ड्राइव सिस्टम सहित डी-ब्युरिंग मशीन • मार्किंग मशीन। • सहायक उपकरणों सहित रोल गैप चेकर • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (ईएमएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (ईएमबीआर) प्रणाली
14	**फ्लैट उत्पाद मिल्स**		
14.1	**हॉट स्ट्रिप मिल्स/प्लेट मिल** (बाउंड्री लिमिट: सहायक उपकरणों सहित स्लैब यार्ड से डिस्पैच बे तक)	50%	• डी-स्केलर, मिल स्टैंड, बेड प्लेट, बैकअप रोल, वर्क रोल, मिल स्पिंडल, चॉक्स, एजीसी सिलेंडर, बेंडिंग ब्लॉक और सिलेंडर, शियर, डाउन कॉइलर, एंटी-फ्रिक्शन रोल नेक बेयरिंग, ऑयल फिल्म बेयरिंग, मिल

			रिड्यूसर, लोड सेल, थिकनेस गॉज, प्रोफाइल गॉज, लेवलर, रोल ग्राइंडिंग मशीन, कॉइल मार्किंग मशीन, प्लेट मार्किंग मशीन, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.2	**सीआरएम (पीएलटीसीएम)** (बाउंड्री लिमिट: पिकलिंग लाइन एंट्री से मिल एक्जिट तक)	50%	• वेल्डिंग मशीन, टैंशन लेवलर, मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, रोल बेंडिंग और रोल शिफ्टिंग सिलेंडर, मिल स्पिंडल, लोड सेल, पोजिशन ट्रांसड्यूसर, इलेक्ट्रोस्टेटिक ऑइलर, साइड ट्रिमर, स्टीयरिंग सिस्टम, सरफेस इंस्पेक्शन सिस्टम, थिकनेस गेज, लेजर स्पीड गेज, टेंसियोमीटर, फ्लैटनेस गॉज, टैंशन रील, मिल रिड्यूसर, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.3	**सीआरएम (एचडीजीएल)** (बाउंड्री लिमिट: टेम्पर मिल और टैंशन लेवलर सहित एचडीजीएल में एंट्री से एक्जिट तक)	60%	• वेल्डिंग मशीन, रेडिएंट ट्यूब फर्नेस, जेट कूलिंग सिस्टम, इंडक्शन हीटिंग के साथ कोटिंग पॉट, पॉट रोल, एयर नाइफ वाइपिंग सिस्टम, टैंशन लेवलर, विड्थ गॉज, थिकनेस गेज, कोटिंग मोटाई गॉज, लोड सेल, रोल फोर्स सिलेंडर, मिल स्टैंड मोटर्स और मिल स्टैंड ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.4	**सीआरएम (एसपीएम)** (बाउंड्री लिमिट: एसपीएम में एंट्री से एक्जिट तक)	50%	• मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, इलेक्ट्रोस्टेटिक ऑइलर, कॉइल मार्किंग सिस्टम, लोड सेल, थिकनेस गॉज, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.5	**सीआरएम (बेल एनीलिंग फर्नेस)** (बाउंड्री लिमिट: फर्नेस बेस से पोस्ट कूलिंग उपस्कर तक)	55%	• फर्नेस, स्वचालन प्रणाली, आदि।
14.6	**सीआरएम (कलर कोटिंग लाइन)** (बाउंड्री लिमिट: सीसीएल में एंट्री से	80%	• कोटर, कोटिंग थिकनेस गेज, डिजिटल प्रिंटर, टैंशन लेवलर, स्वचालन आदि।

	एक्जिट तक)		
14.7	**टीएससीडीआर (थिन स्लैब कास्टिंग डायरेक्ट रोलिंग)** (बाउंड्री लिमिट: टूरेट से क्वाइल फिनिशिंग और पैकेजिंग एरिया)	50%	• सहायक उपकरणों सहित संपूर्ण लेडल स्लैग डिटेक्शन सिस्टम • कॉपर ट्यूब और प्लेट, मोल्ड ऑसिलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित निरंतर तापमान मापने की प्रणाली। • पेंडुलम शीयर कटिंग मशीन। • सेगमेंट्स असेंबली • सहायक उपकरणों सहित रोल गैप चेकर कंप्लीट • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (इएनएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (इएमबीआर) सिस्टम • टनल फर्नेस बर्नर • रफिंग और फिनिशिंग मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव और मोटर, ऑटोमेशन सिस्टम, लैमिनार/पावर कूलिंग कंपोनेंट्स, हाइड्रोलिक क्वाइलर। प्रोफाइल गेज, थिकनेस गेज, विड्थ गेज। • नोजल • ग्रीस सिस्टम और सहायक उपकरण • हाइड्रोलिक सिस्टम और सहायक उपकरण • गियरबॉक्स • आरओटी रोल असेंबली • रोल असेंबली (स्लीव, शॉफ्ट, रोल) • लेडल टरेट और सहायक उपकरण (स्लीव बेयरिंग, डिस्क कपलिंग, गियरबॉक्स, हाइड्रोलिक क्लच और हाइड्रोलिक सिलेंडर) • मोल्ड ब्रेकआउट प्रिडिक्शन सिस्टम • ऑटो मोल्ड लेवल कंट्रोल न्यूक्लियोनिक गेज • मोल्ड पाउडर फीडिंग सिस्टम • सहायक उपकरणों सहित सीएनसी मोल्ड मशीनिंग सिस्टम • टंडिश और टरेट वजन प्रणाली

			• टनल फर्नेस रिफ्रैक्टरी रोल। • टनल फर्नेस शटल ड्राइव सिस्टम और गैस पहुंचाने की प्रणाली। • बैकअप रोल हाइड्रोस्टेटिक लुब्रिकेशन सिस्टम • रोल बाइट लुब्रिकेशन सिस्टम • सहायक उपकरणों सहित इन-फर्नेस कैमरा • क्रॉप शीयर • डेस्केलर सिस्टम और घटक। • कॉइल मार्किंग मशीन • ऑनलाइन कॉइल वजन प्रणाली • कट टू लेंथ स्टेकर सिस्टम • रोल शॉप (सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल ग्राइंडर, सीएनसी नाइफ ग्राइंडर, सीएनसी टर्निंग मशीन, लेथ मशीन) • क्वाइल स्ट्रैपिंग मशीन • डाउन कोइलर सिस्टम • मिल मापने की प्रणाली और सेंसर (ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, दबाव) • अपने सेंसर सहित लूपर कंट्रोल सिस्टम • कंडीशन आधारित निगरानी प्रणाली और उसके सेंसर • क्वाइल शटल कार और पैलेट कन्वेइंग सिस्टम। • क्रेन कॉइल टोंग। • आरओ और यूएफ मेम्ब्रेन • सेल्फ-क्लीनिंग फिल्टर
14.8	**प्लेट मिल के लिए नॉर्मलाइज़िंग फैसिलिटी** (बाउंड्री लिमिट: नॉर्मलाइज़िंग फर्नेस में एंट्री से तैयार प्लेट्स के डिस्पैच तक)	50%	• फर्नेस बर्नर, फर्नेस हर्थ रोलर्स, लेवलर, लोड सेल, ऑटोमेशन
14.9	**एसएसएम (सिलिकॉन स्टील मिल)** (बाउंड्री लिमिट : पिकलिंग लाइन एंट्री से एसएसएम के डिस्पैच तक)	50%	• मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम, एनीलिंग फर्नेस, डीकार्बराइजिंग लाइन, इलेक्ट्रिकल स्टील परीक्षण इकाईयां (उदाहरण के लिए फिशर

			स्कोप मोटाई मापने वाला उपकरण, फ्रैंकलिन इंसुलेशन रेजिस्टिविटी टेस्टर, चुंबकीय कंसोल, स्टैकिंग फैक्टर टेस्टर)।
14.10	**सीआरएम (क्लस्टर मिल स्टैंड)** सेंडज़िमिर मिल (बाउंड्री लिमिट : सेंडज़िमिर मिल में एंट्री से एग्जिट तक)	50%	• सेंडज़िमिर मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
14.11	**एचआरएम (स्टेकेल मिल)** (बाउंड्री लिमिट : कॉइलर फर्नेस एंट्री से स्टेकेल मिल तक और कॉइलर फर्नेस एग्जिट तक)	40%	• स्टेकेल मिल स्टैंड, हीटेड कॉइलर, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
15	**लॉग प्रोडक्ट मिल्स**		
15.1	**बार मिल/डब्ल्यू/एमएम/एलएसएम** (बाउंड्री लिमिट : फर्नेस एंट्री से डिस्पेच तक)	75%	• फास्ट फिनिशिंग ब्लॉक, रोल टर्निंग लेथ, प्रोफाइल गेज, ऑटोमेशन सिस्टम, आदि
15.2	**रेल मिल/हेवी स्ट्रकचरल मिल** (बाउंड्री लिमिट: मटीरियल हैंडलिंग को छोड़कर फर्नेस एंट्री से रेल वेल्डिंग संयंत्र एग्जिट तक)	45%	• मिल स्टैंड, मिल मोटर और ड्राइव सिस्टम, हीट ट्रीटमेंट इकाई, स्ट्रेटनिंग मशीन, • एनडीटी इकाईयां, वेल्डिंग मशीन, प्रोफाइल गेज, हॉट सॉ, कोल्ड सॉ, हॉट मार्किंग मशीन, रोल टर्निंग लेथ, सॉ ग्राइंडिंग मशीन, ऑटोमेशन सिस्टम, आदि।
15.3	ईआरडब्ल्यूपीपी (इलेक्ट्रिकल रेजिस्टेंस वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: स्ट्रिप फीडिंग से फिनिशिंग इकाईयां और ईआरडब्ल्यूपीपी के डिस्पैच तक)	50%	• प्री-फॉर्मिंग यूनिट, ब्रेक-डाउन स्टैंड, एज बेंडर, यूनिवर्सल केज, फिनिशिंग पास (मल्टीपल स्टैंड), पाइप गाइड, हाई फ्रीक्वेंसी वेल्डिंग मशीन, हाई पावर इलेक्ट्रिक इंडक्टर, हाइड्रो टेस्टिंग, अल्ट्रासोनिक मशीन
15.4	एसडब्ल्यूपीपी (सर्पिल वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: पाइप बनाने से फिनिशिंग इकाईयां और एसडब्ल्यूपीपी के डिस्पैच तक)	50%	• सबमर्ज्ड आर्क वेल्डिंग, आउटसाइड वेल्डिंग (स्केलप जॉइंट), एक्स- रे स्टेशन, हाइड्रो टेस्टिंग, बेवलिंग मशीन, अल्ट्रासोनिक मशीन, एंड रेडियोग्राफ स्टेशन

16	**व्हील संयंत्र**		
16.1	व्हील संयंत्र (राउंड/इनगॉट की रिसिप्ट से लेकर तैयार व्हील तक)	30%	• सर्कुलर सॉ, फोर्जिंग प्रेस, व्हील रोलिंग मिल, व्हील डिशिंग प्रेस, व्हील स्टैम्पिंग मशीन, रिम स्प्रेइंग मशीन, मोबाइल चार्जर, (हैंडलिंग रोबोट), मशीनिंग इकाईयां , टेस्टिंग इकाईयां, ऑटोमेशन सिस्टम आदि
16.2	रेलवे व्हील के लिए हीट ट्रीटमेंट इकाईयां (बाउंड्री लिमिट: हॉट डायमेंशन मेज़रमेंट से ब्लैक व्हील स्टोरेज तक का एग्जिट)	40%	• फर्नेस बर्नर, हर्थ रोलर्स, ऑटोमैटिक व्हील हैंडलिंग और क्वेंचिंग मशीन
16.3	व्हील और रेल के लिए नॉन डेस्ट्रक्टिव टेस्टिंग (एनडीटी) इकाईयां (बाउंड्री लिमिट: एनडीटी इकाईयां के एंट्री और एग्जिट)	30%	• हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन, मैग्नेटिक पार्टिकल इंस्पेक्शन मशीन, एडी करंट टेस्टिंग मशीन
16.4	रोलिंग मिल स्टैंड के लिए फोर्ज्ड रोल विनिर्माण की इकाईयां (बाउंड्री लिमिट: फोर्ज्ड ब्लैंक रोल एंट्री से फिनिश्ड रोल के डिस्पैच तक)	30%	• फोर्जिंग प्रेस, मैनिपुलेटर्स, रोल हार्डनिंग मशीन, क्रायोजेनिक ट्रीटमेंट फैसिलिटी, टेम्परिंग फर्नेस, रोल ग्राइंडर, रोल टर्निंग लेथ, हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन
16.5	आरजीबीएस/रोल शॉप	50%	• सीएनसी वर्क रोल ग्राइंडर/ सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल टर्निंग लेथ, • रोल के लिए इलेक्ट्रिक डिस्चार्ज टेक्सचरिंग (ईडीटी) और इलेक्ट्रिक डिस्चार्ज मशीनिंग (ईडीएम) की इकाईयां
17	रिफ्रेक्टरी ब्रिक (कच्चे माल की प्राप्ति से लेकर तैयार ब्रिक तक)	50%	• हाइड्रोलिक प्रेस
18	इल्केट्रिकल (विद्युत गुणवत्ता प्रणाली)	30%	• एमवीस्टेटकॉम • (स्टेटिक सिंक्रोनस कंपेंसेटर) प्रणाली
	अन्य सहायक और उपयोगिता वाले उपस्कर		
19	**कैल्सीनेशन संयंत्र** (कैल्साइन्ड लाइम और डोलो)		• फायरिंग सिस्टम, शाफ्ट लेवल इंडिकेटर, ऑटोमेशन सिस्टम • वीएफडीऔर सॉफ्ट स्टार्टर कार्ड। ड्राइविंग एयर ब्लोअर, डीडस्टिंग ड्राफ्ट फैन,

		कूलिंग एयर फैन, लाइम कूलिंग फैन, वेस्ट गैस फैन, गैस बूस्टर फैन असेंबली • हाइड्रॉलिक सिलेंडर, हाइड्रॉलिक मोटर्स, हाइड्रॉलिक स्टेशन।
20	**इलेक्ट्रिक मोटर चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/ एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ड्राइव सिस्टम के साथ मोटर • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • नियंत्रण और इंस्ट्रूमेंटेशन आइटम
21	स्टीम टर्बाइन चालित कोल्ड ब्लास्ट ब्लोअर (एक्सियल/एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
22	**डीजल इंजन चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/एक्सियल लास्ट स्टेज रेडियल रेडियल के साथ)	• एक्सियल/एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ / रेडियल ब्लोअर और सिस्टम • डीजल इंजन • ब्लो-ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
23	**गैस फायरड़/हीट रिकवरी बॉयलर**	• विशेष ग्रेड प्लेट्स और ट्यूब्स • फ्लेम स्कैनर • इंस्ट्रूमेंटेशन एंड कंट्रोल
24	**स्टीम टरबाइन** (एक्सट्रेशन/बीपीटीजी)	• स्पेशल ग्रेड ब्लेड सामग्री • गवर्निंग सिस्टम • टर्बो पर्यवेक्षी प्रणाली • इंस्ट्रूमेंटेशन एंड कंट्रोल
25	**गैस होल्डर**	• गैसहोल्डर सील, सीलेंट। • फिटिंग के साथ लेवल वेट रोप • वी.आर.वाल्व गैस्केट • डबल/ट्रिपल मेम्ब्रेन सिस्टम के लिए स्पेशल मेम्ब्रेन • हाईड्रोलिक
26	**हाई प्रेशर गैस बूस्टर** (आउटलेट प्रेशर > 2000 एमएम डब्ल्यूसी)	• गैस बूस्टर जिसमें कंट्रोल और बाईपास वाल्व शामिल हैं • पिस्टन रिंग्स • कंसेंट्रेट रिंग टाईप वाल्व (एसएस)

27	**प्रदूषण नियंत्रण प्रणालियाँ**	• टीआर सेट • कंट्रोलर्स • इंसुलेटरर्स • ईएसपी इलेक्ट्रिकल कंपोनेंट • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
28	**जल एवं अपशिष्ट उपचार प्रणाली**	• मेंब्रेन • इवेपोरेटर (कंप्रेसर और टाइटेनियम शीट) • एचपी पंप्स • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
29	**कंप्रेस्ड एयर स्टेशन**	• सेंट्रीफ्यूगल कंप्रेसर कोर असेंबली जिसमें इम्पेलर्स, बुल गियर, पिनियन शाफ्ट, बेयरिंग्स, वाइब्रेशन प्रोब्स और लोकल कंट्रोल पैनल शामिल हैं ।
30	**हाइड्रोजन संयंत्र**	• इलेक्ट्रोलाइज़र इकाई • एचपी कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
31	**पैकेज्ड चिलर्स**	• कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
32	**अन्य उपयोगिता वाले क्षेत्र जैसे-** एयर कंडीशनिंग और वेंटिलेशन सिस्टम, वीएएम बेस्ड चिलर सिस्टम, फायरफाइटिंग सिस्टम, गैस बूस्टर (डीपी 2000 एमएम डब्ल्यूसी से कम), कूलिंग वॉटर सिस्टम (पंपिंग स्टेशन, फिल्टर, कूलिंग टावर, हीट एक्सचेंजर, आदि), गैस मिक्सिंग स्टेशन, पॉल्यूशन कंट्रोल सिस्टम, इंटर प्लांट पाइपिंग सिस्टम	• आइटम/इक्विपमेंट में सब-कंपोनेंट/पार्ट्स होते हैं जो आयात किए जाते हैं • कंप्रेसर, चिलर, क्रेन एसी यूनिट, एक्पेनशन वाल्व, उपकरण, उच्च तापमान अनुप्रयोग वाले एसी।
33	**इलेक्ट्रिक ओवरहेड ट्रैवलिंग क्रेन और गैन्ट्री क्रेन, इलेक्ट्रिक होइस्ट**	• बैरल कपलिंग, हेवी ड्यूटी बेयरिंग, क्रेन रेल लुब्रिकेशन, स्लू रिंग बेयरिंग, टोंग्स
34	**इंजीनियरिंग शॉप**	• सीएनसी लेथ, सीएनसी मिलिंग मशीन
35	पावर जेनरेशन, ट्रांसमिशन और डिस्ट्रीब्यूशन सिस्टम; शॉप इलेक्ट्रिक्स जिसमें पावर और कंट्रोल सिस्टम और उससे जुड़े इलेक्ट्रिकल काम शामिल हैं	विद्युत मंत्रालय की मिनिमम लोकल कंटेंट (एमएससी)% गाइडलाइन के अनुसार

नोट : सभी उपस्कर की अधिप्राप्तिअनुपालन विद्युत मंत्रालय की दिशानिर्देशों के अंतर्गत/ क्लास-I श्रेणी के अनुसार किया जाएगा। ऐसे मामलों में जहाँ उपकरण क्लास-I श्रेणी में शामिल नहीं हैं, या जहाँ उपस्कर की श्रेणीकरण विशिष्टता विद्युत मंत्रालय की/दिशानिर्देशों में स्पष्ट रूप से परिभाषित नहीं है, वहाँ डीपीआईटीटी द्वारा जारी क्लास-I और क्लास-II श्रेणियों से संबंधित प्रावधानों का पालन किया जाएगा।

36	**इंस्ट्रूमेंटेशन आइटम/उपस्कर** **	डीपीआईटीटी के दिशानिर्देशों के अनुसार*	• अबोव/अंडर बर्डन जांच प्रणाली • प्रोफाइलोमीटर • बर्डन कैमरा • तुयेरे फिनोमिना डिटेक्शन प्रणाली (टीपीडीएस) • टॉप गैस एनालाइज़र (सीओ,सीओ$_2$,एच$_2$,ओ$_2$, पॉल्यूटेंट्स) • फ्लो जाम स्विच • एलिमेंटल एनालाईजर • मॉइस्चर एनालाईजर(न्यूक्लिओनिक) • सीवी एनालाईजर • थिकनेस गेज • हॉट मेटल डिटेक्टर • विड्थ गेज • फर्नेस कैमरा • मल्टीफेज प्रोफ़ाइल गेज • मल्टीफंक्शन/शेप गेज • सतह निरीक्षण प्रणाली • लेजर डॉप्लर वेलोसीटी मीटर • ऑप्टिकल बैरियर • हॉट रोलिंग के लिए थर्मल इमेजिंग सिस्टम • ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, प्रेशर) • ऑनलाइन मैकेनिकल प्रॉपर्टी प्रेडिक्शन सिस्टम (एआई + सेंसर) • ऑयल फिल्म थिकनेस मॉनिटरिंग सिस्टम (कोल्ड रोलिंग) • एक्स-रे या न्यूक्लिओनिक आधारित कोटिंग थिकनेस गेज • मास फ्लो मीटर • हाइड्रिस (मोल्टन स्टील में हाइड्रोजन का पता लगाना) • मोल्ड लेवल मीजरमेंट • ब्रेक-आउट प्रीडीक्शन प्रणाली (बीओपीएस) • इल्क्ट्रोमैग्नेटिक ब्रेक (ईएमबीआर) नियंत्रण और सेंसर • लेडल ट्रैकिंग और प्रबंधन प्रणाली • स्लैग डिटेक्शन सिस्टम (एसडीएस)/ स्लैग मॉनिटरिंग सिस्टम • बीओएफ एंडपॉइंट डिटेक्शन (लेजर-इंडुय्स्ड

			ब्रेकडाउन स्पेक्ट्रोस्कोपी-एलआईबीएस) • सब-लांस सिस्टम (टेम्परेचर + O_2 + कार्बन + सैंपलिंग) • लैडल रिफ्रैक्टरी वियर मॉनिटरिंग (लेजर/ अल्ट्रासोनिक/इंफ्रारेड) • कंटीन्यूअस एमिशन मॉनिटरिंग सिस्टम (सीईएसएस- एसओx , एनओx, पीएस, सीओ, सीओ$_2$, ओ$_2$, एच2 के लिए इम्पोर्टेड एनालाइज़र) • बीओएफ/ ईएएफ (सीओ, सीओ$_2$, ओ$_2$, एच2 डस्ट) के लिए ऑफ - गैस एनालाइज़र • वॉटर क्वालिटी एनालाइज़र (पीएच, कंडक्टिविटी, ऑयल - इन - वॉटर, टीओसी, सिलिका, बीओडी, सीओडी, टीएसएस, टीडीएस, फिनोल, साइनाइड) • लेजर - आधारित गैस लीक डिटेक्टर (सीएज$_4$, सीओ, एच$_2$, एच2एस) • अक्सोटिक/ अल्ट्रासोनिक रिसाव का पता लगाना • वाइब्रेशन / कंडीशन मॉनिटरिंग सेंसर / एक्सियल शिफ्ट / डिफरेंशियल एक्सपेंशन मॉनिटरिंग सिस्टम • टक्कर रोधी प्रणाली (रडार/लेजर/लिडार) • ओवन पहचान प्रणाली (ओआईएस) • पाइरोमीटर • लोमास विश्लेषक • प्रेशर,टेम्परेचर और इलेक्ट्रोटेक्निकल पैरामीटर्स के लिए मास्टर कैलिब्रेटर • सिंटर संयंत्र में इरिच मिक्सर्स में स्थापित उपकरण और हैंज़ेल निर्मित लुब्रिकेशन प्रणालियाँ • टर्बाइन और टर्बो ब्लोअर के लिए गवर्नर सिस्टम • बाई-प्रोडक्ट संयंत्र के लिए टेल गैस एनालाइज़र • कोक बकेट लिफ्टर और रिवर्सिंग विंच में प्रयोग में आने वाले फोर्स सेंसर • एनकोडर, • हाइड्रोलिक वाल्व नियंत्रक • बीएलटी में स्थापित उपस्कर (टिल्ट स्विच,

			सोनिक सेंसर, एनकोडर,आदि) • फ्लेम सेंसर/स्कैनर
37	**ऑटोमेशन आइटम/उपस्कर ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
38	**वॉयस कम्युनिकेशन सिस्टम ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
39	**फायर डिटेक्शन और अलार्म (एफडीए) प्रणाली ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
40	**सीसीटीवी प्रणाली ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	

नोट:

* इंस्ट्रूमेंटेशन, ऑटोमेशन संचार उपस्कर, फायर डिटेक्शन एंड अलार्म (एफडीए) प्रणाली और सीसीटीवी प्रणाली डीपीआईआईटी के साथ-साथ एमईआईटीवाई दिशानिर्देशों के अनुसार क्लास- I और क्लास- II आपूर्तिकर्ता मानदंडो के अनुरूप पूंजीगत वस्तुओं के लिए घरेलू सामग्री आवश्यकताओं का अनुपालन करेगी।

** अत्यधिक विशिष्ट उपस्कर, कंपोनेंट्स, और ज़रूरी पार्ट्स जैसे इंस्ट्रूमेंटेशन, ऑटोमेशन, कम्युनिकेशन सिस्टम, फायर डिटेक्शन और अलार्म (एफडीए) सिस्टम, और सीसीटीवी सिस्टम के लिए सेमीकंडक्टर चिप्स अभी वैश्विक प्रौद्योगिकी वाली अग्रणी कंपनियों से लिए जा रहे हैं। हालांकि, पूरे सिस्टम असेंबली, इंटीग्रेशन, और मैन्युफैक्चरिंग का कार्य भारत में ही किया जा रहा है, और शेष कंपोनेंट्स स्वदेसी स्रोतो से अधिप्राप्त किये जा रहे हैं।

परिशिष्ट-ग

लौह एवं इस्पात क्षेत्र में स्वदेशी प्रौद्योगिकियों को बढ़ावा देना

1) **उद्देश्य:**

इस्पात विनिर्माण के सभी चरणों में स्वदेशी प्रौद्योगिकियों का अंगीकरण, विकास और विस्तार को प्रोत्साहित करके भारतीय लौह एवं इस्पात क्षेत्र में आत्मनिर्भरता को बढ़ावा देना।

2) **विषय क्षेत्र:**

यह नीति इस्पात बनाने या इस्पात विनिर्माण संयंत्र स्थापित करने वाले केन्द्रीय सार्वजनिक क्षेत्र के उद्यमों पर लागू होती है।

3) **नीति निदेश:**

3.1 ऐसे मामले जहां प्रौद्योगिकी और पूर्व इंजीनियरिंग एवं आपूर्ति के लिए प्रमाण उपलब्ध हैं, लेकिन वर्तमान क्षमता आवश्यकता से मेल नहीं खाते हैं, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.1.1 उत्पादन क्षमता प्रस्तावित संयंत्र की क्षमता का 30% होगी

3.1.2 वेंड़र्स के साथ स्पष्ट साझेदारी की प्रामाणिक उपलब्धता

3.1.3 प्रस्तावित संयंत्र की क्षमता के कम से कम 75% के लिए परियोजनाओं की डिटेल इंजीनियरिंग कार्यों का अनुभव

3.2 ऐसे मामले जहां प्रौद्योगिकी उपलब्ध है, लेकिन अर्लियर सप्लाई के लिए कोई संदर्भ उपलब्ध नहीं है, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.2.1 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की कम से कम 75% विशेषताओं से मेल खाते हुए परियोजनाओं की डिटेल इंजीनियरिंग कार्य किया हो

3.2.2 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की महत्वपूर्ण विशेषताओं से 100% मेल खाते हुए डिटेल इंजीनियरिंग कार्य किया हो

3.2.3 वेंड़र्स के साथ स्पष्ट गठजोड़ की उपलब्धता

3.2.4 प्रौद्योगिकी उपलब्धता के प्रमाणिक साक्ष्य (आईपीआर या अन्य पर्याप्त साक्ष्य)

3.3 ऐसे मामलों में जहाँ कोई भारतीय प्रौद्योगिकी उपलब्ध नहीं है, वहाँ यदि कोई विदेशी प्रौद्योगिकी प्रदाता तीन वर्षों के भीतर भारतीय सीपीएसई (जिसमें अधिप्राप्ति करने वाली इकाई भी शामिल है) को प्रशिक्षण और सहयोग सहित प्रौद्योगिकी हस्तांतरण करने का वचन देता है, तो उसे घरेलू मूल्य संवर्धन के प्रतिशत पर ध्यान दिए बिना माना हुआ श्रेणी-1 आपूर्तिकर्ता (डीम्ड क्लास-1 सप्लायर) माना जाएगा। इस स्थिति में, क्रय वरीयता उस विदेशी प्रौद्योगिकी प्रदाता को दी जाएगी, जैसा कि डीपीआईआईटी के सार्वजनिक अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश में समय-समय पर संशोधित किया गया है।

4) **कार्यान्वयन निरीक्षण:**

इस्पात मंत्रालय द्वारा गठित स्थायी समिति कार्यान्वयन की निगरानी करेगी, विवादों का समाधान करेगी तथा पात्रता एवं प्रोत्साहन मानदंडों को समय-समय पर अद्यतन करेगी।

प्रपत्र-1

मेल्ट एंड पोर आवश्यकताओं (परिशिष्ट- क*) और/या घरेलू मूल्य वर्धन आवश्यकताओं (परिशिष्ट-क और परिशिष्ट-ख*) के अनुपालन के लिए स्व-प्रमाणन का हलफनामा

*परिशिष्ट-ख पूंजीगत वस्तुओं के लिए, नीति के तहत अनिवार्य रूप से वैधानिक लेखापरीक्षक/लागत लेखापरीक्षक/सीए प्रमाणपत्र के साथ यह शपथपत्र अवश्य संलग्न होना चाहिए।

मैं,_____,निवास_____,मेसर्स_____

_के अधिकृत हस्ताक्षरकर्ता होने के नाते _____ एतद्द्वारा पूर्णतया प्रतिज्ञा और घोषणा करता/करती हूँ;

1. मैंने दिनांक_____ को जारी अधिसूचना संख्या_____ घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआई एवं एसपी) नीति, 2025, को पढ़ और समझ लिया है। मैं उक्त नीति और उस निविदा की सभी शर्तों और नियमों का पालन करने के लिए सहमत हूं जिसके संबंध में यह शपथपत्र प्रस्तुत किया गया है।

2. यह शपथपत्र निम्नलिखित लौह एवं इस्पात उत्पाद/पूंजीगत वस्तुओं से संबंधित है:

उत्पाद का नाम: _____

एचएस कोड: _____

परिशिष्ट वर्गीकरण: परिशिष्ट-क/परिशिष्ट-ख (जैसा लागू हो, चुनें)

प्रापण एजेंसी: _____

3. मेल्ट एंड पोर - यह केवल परिशिष्ट-क में उल्लिखित उन वस्तुओं पर लागू होता है जिनमें मेल्ट एंड पोर संबंधी शर्त होती है।

मैं एतद्द्वारा घोषणा करता/करती हूँ कि उपरोक्त उत्पाद भारत में मेल्ट एंड पोर की आवश्यकताओं जैसा कि विशेष रूप से परिशिष्ट- क में अधिसूचित किया है, को पूरा करते हैं। विशेष रूप से:

भारत में ही इस्पात को मेल्ट और पोर किया गया था।

पहला सॉलिड शेप (स्लैब/बिलेट/इनगॉट/अन्य) निम्नलिखित स्थान(स्थानों) पर उत्पादित किया गया था:

इस्पात निर्माण इकाई: _____स्थान: _____ हीट रिकॉर्ड; _____ बैच विवरण: _____

मैं प्रापण एजेंसी द्वारा आवश्यकता पड़ने पर इस घोषणा को प्रमाणित करने के लिए मिल परीक्षण प्रमाण पत्र, हीट रिकॉर्ड और कोई अन्य दस्तावेजी प्रमाण प्रस्तुत करने का वचन देता हूं।

(यदि लागू न हो, तो "लागू नहीं" लिखें।)

4. घरेलू मूल्य संवर्धन - परिशिष्ट-क डीवीए मदों और परिशिष्ट-ख पूंजीगत वस्तुओं पर लागू:

मैं एतद्द्वारा घोषणा करता/करती हूँ कि उत्पाद(उत्पादों) का घरेलू मूल्यवर्धन (डीवीए)% _____ है। डीवीए की गणना डीपीआईआईटी दिशानिर्देशों और डीएमआईएंडएसपी नीति, 2025 में निर्दिष्ट फार्मुला के अनुसार की गई है।

4क. परिशिष्ट- ख पूंजीगत वस्तुओं (अनिवार्य) के लिए: वैधानिक लेखापरीक्षक/लागत लेखा परीक्षक/चार्टर्ड लेखाकार द्वारा जारी प्रमाण पत्र संलग्न है, जो नीति के अनुसार पूंजीगत वस्तु पैकेज के डीवीए की पुष्टि करता है।

(यदि यह केवल परिशिष्ट-क का आइटम है, तो इस खंड को रद्द कर दें।)

5. मैं पुष्टि करता/करती हूँ कि: दी गई सभी जानकारी सत्य और सही है। सभी इनपुट स्टील की लागत, आयातित सामग्री और घरेलू सामग्री की गणना सत्यापित की जा चुकी है। सभी उत्पादन, खरीद और मूल्य निर्धारण संबंधी रिकॉर्ड जांच के लिए उपलब्ध हैं।

यदि कोई भी जानकारी गलत या भ्रामक पाई जाती है: प्रापण एजेंसी अपने मानदंडों के अनुसार मुझे/मेरी फर्म को सरकारी निविदाओं से अयोग्य घोषित कर सकती है। मैं नीति और निविदा शर्तों के अनुसार, ईएमडी की जब्ती सहित सभी मूल्यांकन लागतों और जुर्माने का भुगतान करने के लिए सहमत हूं।

6. मैं संबंधित रिकॉर्ड को बनाए रखने और उन्हें किसी भी वैधानिक प्राधिकारी को उपलब्ध कराने का वचन देता हूं।

7. घोषणा: मैं एतद्द्वारा घोषणा करता/करती हूँ कि ऊपर दिए गए कथन मेरी जानकारी और विश्वास के अनुसार सत्य है। मैं समझता/समझती हूँ कि किसी भी प्रकार की गलत जानकारी देने पर डीएमआईएंडएसपी नीति, लागू कानूनों और निविदा शर्तों के तहत दंड का प्रावधान होगा।

(स्थान एवं दिनांक)

मैसर्स_____

के लिए और उनकी ओर से

(अधिकृत हस्ताक्षरकर्ता)

[फा. सं. 8(2)/2023-आईडी-I]

अभिजीत नरेंद्र, संयुक्त सचिव

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 17th December, 2025

G.S.R. 904(E).— In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement is hereby published for general information.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2025

1. **Background**

1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.

1.2. The policy applies to procurement of iron & steel products notified in Appendix A, procurement of capital goods listed in Appendix B and technology from indigenous technology suppliers in Appendix C.

2. **Definitions**

2.1. **Bidder** may be a domestic/foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply house or any other company engaged in the bidding of projects funded by Government agencies.

2.2. **Domestically Manufactured Iron & Steel Products** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).

2.3. **Domestic Manufacturer** is a manufacturer conforming to Section 2(72) of the Central Goods and Services Tax (CGST) Act, 2017.

2.4. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT 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.

% Domestic value addition =

{Total value of the item to be procured (excluding net domestic indirect taxes) – The value of

imported content in the item (including all customs duties)}

---------- X 100%

{Total value of the item to be procured}

2.5. **Finished Steel** means flat and long products, which can be subsequently processed into manufactured items.

2.6. **Government** for the purpose of the Policy means Government of India.

2.7. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.

2.8. **Indigenous Technology:** A technology shall be deemed to be Indigenous technology if, at least 51 % of the entity's equity is held by Indian residents and the IPR is owned or co-owned by an Indian entity or licensed exclusively to them and the core engineering R&D, and project execution capabilities reside in India.

2.9. **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.

2.10. **MoS** means Ministry of Steel, Government of India.

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 the case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The country of melt and pour (COM) should be India. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.

2.13. **Net Selling Price** means the invoiced price excluding net domestic taxes and duties.

2.14. **Semi-Finished Steel** means Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.

3. **Exclusions**

3.1. Waivers may 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.

3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. **Standing Committee**

4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.

4.2. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:

4.2.1. Monitor the implementation of the policy.

4.2.2. Review and notify the list of Iron & Steel products, the domestic content requirement criteria and policy directives as mentioned in Appendix A, Appendix B and Appendix C.

4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies.

4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.

4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.

4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.

4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a 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 the Committee.

5. **Applicability**

5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, come within the purview of this Policy if that project/scheme is fully/partly funded by the Government of India.

5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products.

5.3. Appendix-B contains the list of capital goods used in manufacturing iron & steel products which can be imported, and the applicable minimum domestic content requirement for packages.

5.4. A purchase preference of 20% is applicable for capital goods used in steel manufacturing. For example, if the lowest bidder (L1) for an importable capital good is a foreign company with a quoted price of Rs.100 crore for the product package, under the policy, procurement preference of 20% will be applicable to a domestic supplier of the same capital good.

5.5. Appendix-C contains directives and methodology for steelmaking CPSEs to procure from indigenous technology suppliers.

5.6. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemized basis.

5.7. No Global Tender Enquiry (GTE) shall be invited for tenders related to the 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 the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 crore except with the approval of competent authority as designated by Department of Expenditure.

5.8. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.

6. **Tender procedure for procurement**

6.1. Procuring agencies shall follow standard government procurement procedures while adhering to the DMI&SP policy.

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 the requirement as mentioned in Appendix A and Appendix B.

6.3. All bidders – including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses – shall submit Form-1 as part of their bid, irrespective of whether they are the manufacturer or otherwise.

6.4. Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorization certificate issued by the domestic manufacturer at the time of delivery.

6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by 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) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

6.6. If 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 the procuring entities for appropriate reciprocal action.

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

6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.

6.9. 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 action shall be sent to the Standing Committee under the DMI&SP policy.

6.10. A supplier 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.

6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into 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.

6.12. Procuring agency shall define the penalties, in case of a 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 etc., in terms of extant rules.

7. Implementation monitoring by the Ministry of Steel

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

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

7.3. Agencies covered under DMI&SP policy shall send declaration on a quarterly basis indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

Appendix-A

List of iron and steel products which can only be procured from domestic sources

Sl. No	Iron & Steel Products	HS Code	Condition
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	Melt & Pour
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	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
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	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour

15	Rails, railway or tramway track construction material of iron or steel	7302	50% Domestic Value Addition
16	Tubes, pipes and hollow profiles, of cast iron	7303	50% Domestic Value Addition
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	50% Domestic Value Addition
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	50% Domestic Value Addition
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	50% Domestic Value Addition
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	50% Domestic Value Addition
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
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 non-alloy steel	7228	Melt & Pour
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	50% Domestic Value Addition
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	50% Domestic Value Addition
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 heat insulated, but not fitted with mechanical or Thermal equipment	7309	50% Domestic Value Addition
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 300L,whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	50% Domestic Value Addition
31	Containers for compressed or liquefied gas, of iron or steel	7311	50% Domestic Value Addition
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	50% Domestic Value Addition
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	50% Domestic Value Addition
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	50% Domestic Value Addition
35	Chain and parts thereof, of iron or steel	7315	50% Domestic Value Addition

36	Anchors, grapnels and parts thereof, of iron or steel	7316	50% Domestic Value Addition
37	Articles of iron and steel	7317	50% Domestic Value Addition
38	Articles of iron and steel	7318	50% Domestic Value Addition
39	Articles of iron and steel	7319	50% Domestic Value Addition
40	Springs and leaves for springs, of iron or steel	7320	50% Domestic Value Addition
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	50% Domestic Value Addition
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	50% Domestic Value Addition
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	50% Domestic Value Addition
44	Sanitary ware and parts thereof, of iron or steel	7324	50% Domestic Value Addition
45	Other cast articles of iron or steel	7325	50% Domestic Value Addition
46	Electrical steel and other articles of iron or steel	7326	50% Domestic Value Addition
47	Railway or tramway passenger coaches, not self-propelled	8605	50% Domestic Value Addition
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50% Domestic Value Addition
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50% Domestic Value Addition

Appendix- B

List of Capital Goods (non-exhaustive) which can be imported for Manufacturing Iron & Steel products, and minimum domestic content applicable for the package

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	Mining		
1	**Equipment for Mining development** • Crushing & Screening Plant • Mineral beneficiation (iron ore and coal) plant; (Boundary Limit: from Receiving of ROM at the crusher hopper, comminution, segregation, ore/coal processing up to final product preparation) • Slime Beneficiation • Automatic Loading facilities • Conveyer system	75%	• Wet High Intensity Magnetic Separator / High Gradient Magnetic Separator • Heavy Media Cyclone • Gyratory Crusher • Spiral Concentrator • Online Ash Analyzer • Ball/Rod/AG Mill (Greater than 3.5 m dia)
2	**Mining transportation** • Slurry Pipelines • Long distance conveying system	30%	• PD Pump • Valves • Specialized/rope/pipe conveyor
3	**Other Mining Machinery & Heavy Earth Moving equipment for mines** (Boundary Limit: Equipment for drilling, raising, lading, haulage, and mine preparation)	Not Applicable	• Dumper (above 220 tons pay load capacity), Hydraulic Excavators (above 9 Cubic meter bucket capacity) • Blast Hole Drills 10"(Electric/Diesel) • Diesel driven Track Dozer >850 HP Capacity • Diesel Driven Wheel Dozer >500 HP capacity • Diesel driven Front End Wheel Loader >8 Cubic Meter bucket Capacity
4	**Pellet Plant Equipment** (Boundary Limit – Receiving Ground Hopper for flux & Binder, Belt Conveyor feeding IOF to product pellet belt conveyor)	85%	• Pellet car, High Intensive Mixer, Balling Discs, Vertical roller mill, Drive/discharge end Sprocket assembly, curved rail, Slide rails, Single deck roller screen and Double deck roller screen, Induration Machine Drive assembly, Level-2 automation
	Iron/steel making		
5	**Raw Material Handling System** (Boundary Limit – from Wagon Tippler to respective user units)	95%	• Barrel Couplings, Heavy Duty Bearings, Crane Rail Lubrication System, Slew Ring Bearings, Tongs (Special), Vibration Isolation System (Spring Damper), Hydraulic motor & hydraulic pump (installed in wagon tippler, side arm charger, stacker cum reclaimer, slew stacker), electronic cards, unbalanced motor, cam limit switch of wagon tippler.
6	**Coke Oven Battery** (Both top charged & stamp charged) (From Coal bunker to coke discharge bucket)	90%	• Springs of the anchorage systems, COG booster, stamping train, bonding press

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
7	**Coke Dry Quenching Plant** (From Hot coke receiving bucket to discharge chute of cooling chamber)	90%	• Mill fan & Motor, Special Refractory for Twin Flue of Cooling Chamber.
8	**By-Product Plant** (From Primary Gas cooler to clean coke oven gas up to the network)	90%	• Exhauster & Motor, burner of the clause kiln, Catalyst, Tail gas analyzer, Palletization unit.
9	**Sinter Plant Equipment** (Boundary Limit – Receiving Bin for Raw Material to Vibro-Feeder below Product Sinter Bin)	75%	• Highly Intensive Mixer & Granulator Unit, Pallet cars, Drive Sprocket, Main Drive with Gear Box of sinter machine, slide rail & curved rail, Hot Sinter breaker and Grizzly, Annular Dip Rail Cooler, LCI Drive system for Sinter Plant Exhauster application. • Ignition Furnace Spare parts (Refractory/Control System/Burner Assembly) • Exhauster (Waste Gas Fan) and System Spare Parts
10	**Blast Furnace Equipment** Boundary Limit: **Input** • **Raw material-** Top of bunkers of respective material • **Cold Blast**- Inlet of the snort valve • **Industrial water**- BF pump house **Output** • **Hot Metal**- Filled in the torpedo ladle • **Granulated Slag** - to the granulated slag yard	70%	• Bell less top gear box, upper seal device covering upper material gate and upper seal valve, lower seal device covering lower material gate and lower seal valve, Bleeder valve, Tilting Rocker, Wear liners, Goggle Valve, Equalizing & Relief Valve, Chute Rotation Motors, Distribution chute, Feeder spout, Chutes & Funnels etc. • Hearth Refractory (carbon blocks) • Top Recovery Turbine system (TRT) • Cu-staves • SGI Staves • Cast house equipment (Mud gun, Drilling machine and main trough Manipulator) • Probes, Profilometer & Stock level indicator (radar type) • Gas cleaning plant (AGS system) • Stove system – ceramic burner & technological valve • Waste Heat Recovery system • Turbo blowers • Ball Mill • PCI Injection System • Level-II automation • Copper plate coolers • Tuyere cooler • Stove technological valves • Dewatering Wheel of SGP • Torpedo Ladle Car chain assembly • Dome filled dump Valves • Tuyere stock assembly
11	**Gas based Direct Reduction Plant Equipment** (Boundary Limit: Receipt of raw	50%	• Reactor charging system • Reactor • Reactor discharging system

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	material at the top of the DRI reactor & discharge of hot DRI to EAF)		• Pneumatic transfer to EAF • Discharge route to briquetting system • Briquetting feeding system • Briquetting system • Reduction gas circuit • CO2 removal unit • Process gas heater • Reformer system • Heat Recovery System • Process Gas Compressors • Blowers • Seal Gas System • Flue Gas Fan/ Hot Fan • Process valves • Critical bellows • Critical refractories • Natural Gas pre-treatment system • Level-II automation
12	**Oxygen Plant 700 tpd & Above** (Boundary limit: Water, Power at oxygen plant boundary)	30%	• Main Air Compressor • Booster Air Compressor • Expansion Turbine • Reboiler • Cryogenic Pumps • Heat exchange elements of • ASU • Pressure Column • Main Condenser, Low Pressure Column • Crude Argon Column, Pure Argon Column and Condenser with Condenser Block • Main Heat Exchangers, Pure Argon Evaporator Sub-cooler • LOX-IC-Process Pump • LIN-IC-Process Pumps • LAR-Transfer -Process Pumps • Dense Fluid Expander • Booster Heat Exchangers • Molecular Sieves Switching Valves for PPU • Critical Safety valves • Specialized valves • Control Valves • Cold box • Control Valves GOX-Product • Flow Measuring devices of Cold box • Expander - Brake Generator, Frequency Converters
13	**Steel Processing**		
13.1	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Co-Injection Process** (Hot metal from the blast furnace (BF) is	75%	• Injection Lance and automatic sampling Unit with auxiliaries • De-slagging Machines (slag raking machine) with auxiliaries

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)		• Temp. measuring and sampling device with auxiliaries
13.2	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Mechanical Stirrer (KR) Process** (Hot metal from the blast furnace (BF) is received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)	70%	• Impeller, Impeller lifting & stirring equipment, Guide Frame with auxiliaries • De-slagging Machines (slag raking machine) with auxiliary facilities • Temp. measuring and sampling device with auxiliaries
13.3	**Basic Oxygen Furnace / LD Unit** [Treated hot metal is poured into the BOF converter, where it undergoes processing to convert it into steel, which is then supplied to the ladle furnace (LF)]	65%	• Lance body with clamping, Lance carriage, Lance guide, Lance hoist & trolley, Lance copper tips with auxiliaries. • Pneumatic motors for emergency tilting drive. • Bottom stirring system, valve station & rotary joint along with auxiliaries • Valve stations for oxygen/ argon/ nitrogen with auxiliaries • Sub-lance system with auxiliaries • Container lab with all auxiliaries. • Automatic gas coupling (auto coupler) with auxiliaries. • Converter wrecking machine. • Converter tap hole changing machine • Refractory monitoring (laser) machine. • Converter Shell parts, Suspension System, Rotary joint, Slag Stopper & its control valves • Converter Tilting Drive system & Suspension system, gearboxes & Motors, Pneumatic Motors & control valves, Position Encoders, Clutch system, Lubrication system components. • Ladle Transfer Car Rail Track System (A series type) & gearboxes, stirring couplings. • LOMAS Gas Analyzer, Multi-lab temperature & sample system. • Stirring couplings for ladle transfer Cars. • PLCs and RIOs. • Automation system and software. • Hot Zone Hydraulic Pumps and Valves. • Hot Zone Geared Motors with wheel block. • Converter Bearings. • Air & Electric operated Slurry Compaction Pump. • Primary ID fan, bearings, motors, drives & Lubrication system.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• WDS-Cone
13.4	**Electric Arc Furnace Unit** (Primary materials such as scrap, DRI, pig iron, and hot metal in combination is converted into liquid steel using electrical energy to melt and refine the raw materials)	70%	• Electrode regulation system with auxiliaries • High current system including furnace transformer • Oxygen & Carbon Injection System with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries
13.5	**Ladle Furnace Unit** [Liquid steel is processed/ treated to achieve the desired grade and held as buffer stock before being supplied to the continuous casting machine (CCM)]	70%	• Electrode regulation system with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries.
13.6	**RH/ RH-OB Unit** [The liquid steel is degassed to achieve the required dissolved gas levels and then supplied to the continuous casting machine (CCM)]	65%	• Gas Stirring System/ Lift Gas Stirring System Valve Stand with auxiliaries • Oxygen Lance System with auxiliaries • Hydris Measurement System with auxiliaries
13.7	**Argon-Oxygen Decarburization (AOD) Unit**	70%	• Drive Unit for tilting of AOD converter, Air Motor, Brakes etc. • Lance copper tips • Hoses for water and oxygen • Pneumatic motors for emergency tilting drive. • Bearing for AOD Converter, Emergency Gears for air motor • Valve stations for oxygen/ argon/nitrogen with auxiliaries. • Refractory monitoring (laser) machine • Automation system.
13.8	**VD/VOD**	70%	• Gas analysis (Off-Gas Mass Spectrometers) only sensor. Holder is make in India • Automation and Process control software platform • Vacuum Pump System with Auxiliary • Oxygen tips • Valve stations for oxygen/ argon/nitrogen with auxiliaries.
13.9	**Submerged Arc Furnace (SAF) Unit**	65%	• Clay gun and drill M/c • Electrode equipment • Slipping device assembly • Electrode guiding assembly • Upper & Lower mantle assembly • Pressure ring assembly • Contact shoe assembly • Heat shield assembly • Electrode seal assembly • Pressure ring bellows • Seal refractory • Furnace automation and Controller Software

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
13.10	**Continuous Casting Unit** (Slab Caster/ Billet/ Bloom Round/ Combi/ Beam Blank) [The liquid steel is cast into slabs, billets, or blooms in the continuous casting machine (CCM)]	65%	• Ladle slag detection system completes with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Torch cutting machine/ Emergency torch cutter along with auxiliaries • De-burring machine along with electrical drive system with auxiliaries • Marking machine. • Roll gap checker completes with auxiliaries • Electromagnetic Stirrer (EMS)/ Electromagnetic Braking (EMBr) system along with auxiliaries
14	**Flat Product Mills**		
14.1	**Hot Strip Mills/ Plate Mill** (Boundary Limit: Slab yard to Dispatch Bay, including auxiliaries)	50%	• De-scalars, mill stand, bed plates, backup rolls, Work Rolls, mill spindles, chocks, AGC cylinders, bending blocks & cylinders, shears, down coilers, anti-friction roll neck bearings, oil film bearings, mill reducers, load cells, thickness gauge, profile gauge, width gauge, levelers, roll grinding machines, Coil Marking Machine, Plate Marking Machine, mill stand motors & mill stand MV drive system, automation system, etc.
14.2	**CRM (PLTCM)** (Boundary Limit: Pickling line entry to mill exit)	50%	• Welding machine, tension leveler, mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, roll bending and roll shifting cylinders, mill spindles, load cells, position transducers, Electrostatic Oiler, Side Trimmer, Steering System, Surface Inspection System, thickness gauges, laser speed gauge, tensiometer, Flatness Gauge, tension reel, mill reducers, mill stand motors & mill stand MV drive system, automation system etc.
14.3	**CRM (HDGL)** (Boundary Limit: entry to exit of HDGL including temper mill & tension leveler)	60%	• Welding machine, radiant tube furnaces, jet cooling system, coating pot with induction heating, pot rolls, air knife wiping system, tension leveler, width gauge, thickness gauge, coating thickness gauge, load cells, roll force cylinders, mill stand motors & mill stand drive system, automation system, etc.
14.4	**CRM (SPM)** (Boundary Limit: entry to exit of SPM)	50%	• Mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, Electrostatic Oiler, Coil Marking System, load cells, thickness gauge, mill stand motors & mill

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			stand MV drive system, automation system, etc.
14.5	**CRM (Bell Annealing Furnace)** (Boundary Limit: From furnace bases to post cooling equipment)	55%	• Furnace, automation system, etc.
14.6	**CRM (Color Coating Line)** (Boundary Limit: Entry to exit of CCL)	80%	• Coater, Coating thickness gauge, digital printer, tension leveler, automation, etc.
14.7	**TSCDR (Thin Slab casting Direct Rolling)** (Boundary Limit: From turret to coil finishing & packaging area)	50%	• Ladle slag detection system complete with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Pendulum shear cutting machine. • Segments assembly • Roll gap checker complete with auxiliaries • Electromagnetic Stirrer (EMS)/Electromagnetic Braking (EMBr) system along with auxiliaries, • Tunnel furnace burners • Roughing & Finishing Mill stands, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive and motors, automation system, laminar/power cooling components, hydraulic coilers. Profile gauge, thickness gauge, width gauge. • Nozzles • Grease system and auxiliaries • Hydraulic system and auxiliaries • Gearbox • ROT roll assembly • Roll assembly (Sleeve, Shaft, Roll) • Ladle turret and auxiliaries (Slew bearing, Disc coupling, Gearbox, Hydraulic clutch and Hydraulic Cylinder) • Mould breakout prediction system • Auto mould level control nucleonic gauge • Mould powder feeding system • CNC mould machining system with auxiliaries • Tundish and Turret weighing system • Tunnel furnace refractory rolls. • Tunnel furnace shuttle drive system and gas conveying system. • Backup roll hydrostatic lubrication system • Roll bite lubrication system • In-furnace camera with auxiliaries • Crop shear • Descaler system and component. • Coil marking machine

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• Online Coil weighing system • Cut to Length Stacker System • Roll Shop (CNC Combi grinders, CNC Roll Grinders, CNC Knife Grinders, CNC Turing Machine, Lathe Machines) • Coil Strapping machines • Down coiler system • Mill Measuring system and Sensors (Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Looper Control System along its sensors • Condition based monitoring System and its sensors • Coil shuttle car and pallet conveying system. • Crane coil tong. • RO and UF membranes • Self-cleaning filters
14.8	**Normalizing Facilities for Plate Mill** (Boundary Limit: entry to Normalizing furnace to dispatch of finished plates)	50%	• Furnace burners, Furnace hearth rollers, leveler, load cell, automation
14.9	**SSM (Silicon Steel Mill)** (Boundary Limit: Pickling line entry to dispatch of SSM)	50%	• Mill stand, work roll & backup roll, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system, annealing furnace, decarburizing line, electrical steel testing facilities (e.g. Fischer scope thickness measuring device, Frankline Insulation Resistivity Tester, Magnetic Console, Stacking Factor tester).
14.10	**CRM (Cluster Mill stand)** Sendzimir Mill (Boundary Limit: entry to exit of Sendzimir Mill)	50%	• Sendzimir Mill stand, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
14.11	**HRM (Steckel Mill)** (Boundary Limit: From coiler furnace entry to Steckel Mill and exit to coiler furnace)	40%	• Steckel Mill stand, heated coilers, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
15	**Long Product Mills**		
15.1	**Bar Mill/ WRM/MM/ LSM** (Boundary Limit: From furnace entry to dispatch)	75%	• Fast finishing blocks, Roll turning lathes, Profile Gauge, automation systems, etc.
15.2	**Rail Mill/ Heavy Structural Mill** (Boundary Limit: From furnace entry to exit of the rail welding plant excluding material handling)	45%	• Mill stands, mill motor & drive system, heat treatment facility, straightening machine, NDT facilities, welding machine, Profile Gauge, Hot Saw, Cold Saw, Hot Marking Machine, Roll Turning Lathe, Saw Grinding Machine, automation system, etc.
15.3	**ERWPP (Electrical Resistance Welded Pipe Plant)**	50%	• Pre-forming Unit, Break-Down Stand, Edge Bender, Universal Cage, Finishing Pass

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	(Boundary Limit: From strip feeding to finishing facilities and dispatch of ERWPP)		(multiple stands), Pipe Guide, high frequency welding machine, high power electric inductors, hydro testing, ultrasonic machine
15.4	**SWPP (Spiral Welded Pipe Plant)** (Boundary Limit: From pipe forming to finishing facilities and dispatch of SWPP)	50%	• Submerged arc welding, outside welding (skelp joint), X-ray station, hydro testing, beveling machine, ultrasonic machine, end radiograph station
16	**Wheel Plant**		
16.1	**Wheel Plant** (receipt of round/ingot to finished wheel)	30%	• Circular saw, forging press, wheel rolling mill, wheel dishing press, wheel stamping machine, rim spaying machine, mobile chargers, (Handling Robots), machining facilities, testing facilities, automation system etc.
16.2	**Heat Treatment Facilities for Railway Wheels** (Boundary Limit: exit of Hot Dimension Measurement to Black Wheel Storage)	40%	• Furnace burners, hearth rollers, automatic wheel handling and quenching machine
16.3	**Non-Destructive Testing (NDT) Facilities for Wheels and Rails** (Boundary Limit: entry & exit of NDT facilities)	30%	• Hardness testing machine, Ultrasonic testing machine, Magnetic particle inspection machine, Eddy current testing machine
16.4	**Facilities for Manufacturing of Forged Rolls for Rolling Mill Stands** (Boundary Limit: entry of forged blank roll to dispatch of finished rolls)	30%	• Forging Press, Manipulators, roll hardening machine, Cryogenic treatment facilities, tempering furnaces, roll grinders, roll turning lathes, hardness testing machine, ultrasonic testing machine
16.5	**RGBS/ Roll Shop**	50%	• CNC work roll grinder/CNC combi grinder, CNC Roll turning lathe, • Facilities for Electric Discharge Texturing (EDT) and Electro Discharge Machining (EDM) for rolls
17	**Refractory Brick** (Receipt of raw material to finished brick)	50%	• Hydraulic Press
18	**Electrical** (Power Quality System)	30%	• MVSTATCOM • (Static Synchronous Compensator) System
	Other auxiliary and utility equipment		
19	**Calcination Plant** (Calcined Lime & Dolo)		• Firing system, Shaft level indicator, Automation system • VFD & Soft Starter Cards. Driving Air Blower, Dedusting Draft Fans, Cooling Air Fans, Lime Cooling Fan, Waste Gas Fans, Gas Booster Fan assembly • Hyd. Cylinders, Hyd. Motors, Hyd. Station.
20	**Electric Motor Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Motor with Drive System • Blow-off Valve • Blower non-return valve • Control & Instrumentation items

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
21	**Steam Turbine Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Blow-off Valve • Blower non-return valve • Control & Instrumentation items
22	**Diesel Engine Driven Cold Blast Blower** (Axial/Axial with last stage radial/radial)		• Axial/ Axial with last stage radial Blower/radial Blower and Systems • Diesel Engines • Blow-off Valves • Blower non-return valves • Control & Instrumentation items
23	**Gas Fired/ Heat Recovery Boilers**		• Special Grade Plates & Tubes • Flame Scanner • Instrumentation & controls
24	**Steam Turbine** (Extraction/ BPTG)		• Special Grade Blade Material • Governing System • Turbo Supervisory system • Instrumentation & controls
25	**Gas Holder**		• Gasholder seal, sealant. • Level weight ropes with fittings. • V. R. Valve gaskets • Specialized membranes for double/triple membrane system. • Hydraulics
26	**High pressure gas boosters** (Outlet pressure > 2000 mm WC)		• Gas booster proper including control and bypass valves • Piston Rings • Concentric Ring Type Valves (SS)
27	**Pollution Control Systems**		• TR sets • Controllers • Insulators • ESP electrical components • Control & Instrumentation items
28	**Water & Effluent Treatment System**		• Membranes • Evaporators (Compressor & Titanium Sheet) • HP Pumps • Control & Instrumentation items
29	**Compressed Air Station**		• Centrifugal Compressor core assembly including Impellors, Bull Gear, Pinion Shafts, Bearings, Vibration Probes and Local Control Panel.
30	**Hydrogen Plant**		• Electrolyser unit • HP Compressors • Control & Instrumentation items
31	**Packaged Chillers**		• Compressors • Control & Instrumentation items
32	**Other Utility areas like**– Air conditioning & ventilation system, VAM based chiller system, firefighting system, gas boosters (DP less than 2000 mm WC), cooling water system (pumping station, filters, cooling		• Items / Equipment have sub-components / parts which are imported • Compressors, Chillers, Crane AC units, Expansion Valve, Instruments, High Temperature Application AC.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	towers, heat exchangers, etc.), gas mixing stations, pollution control systems, inter plant piping system		
33	**Electric overhead travelling crane and gantry crane, electric hoist**		• Barrel coupling, heavy duty bearing, crane rail lubrication, slew ring bearings, tongs
34	**Engineering shop**		• CNC lathe, CNC milling machine
35	Power Generation, transmission & Distribution system; Shop Electrics including Power & control system and associated electrical works	As per Minimum local content (MLC) % guideline of Ministry of Power	
Note: All equipment shall be procured/ complied as per the Class-I category of the Ministry of Power guidelines. In case(s) where the equipment is not mentioned in Class-I category, or where classification/specification of the equipment is not explicitly or clearly defined under the Ministry of Power guidelines, the provisions issued by DPIIT for Class-I and Class-II categories shall accordingly be followed.			
36	**Instrumentation items/ equipment ****	As per DPIIT guideline *	• Above / under burden probe system • Profilometer • Burden camera • Tuyere phenomena detection system (TPDS) • Top gas analyzers (CO, CO_2, H_2, O_2, pollutants) • Flow jam switch • Elemental analyzers • Moisture analyzer (Nucleonic) • CV analyzer • Thickness gauge • Hot metal detector • Width gauge • Furnace camera • Multifunction profile gauge • Flatness/shape gauge • Surface inspection system • Laser doppler velocity meter • Optical barrier • Thermal imaging systems for hot rolling • Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Online mechanical property prediction systems (AI + sensors) • Oil film thickness monitoring systems (cold rolling) • X-Ray or Nucleonic Based Coating Thickness Gauges • Mass flow meter • Hydris (hydrogen detection in molten steel) • Mold level measurement • Break-Out Prediction System (BOPS) • Electromagnetic Brake (EMBr) Control & Sensors • Ladle tracking and management system • Slag Detection System (SDS)/ Slag Monitoring Systems

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• BOF Endpoint Detection (Laser-Induced Breakdown Spectroscopy – LIBS) • Sub-Lance Systems (Temp + O_2 + Carbon + Sampling) • Ladle Refractory Wear Monitoring (Laser/Ultrasonic/Infrared) • Continuous Emissions Monitoring Systems (CEMS – imported analyzers for SOx, NOx, PM, CO, CO_2, O_2, H2) • Off-gas analyzer for BOF/ EAF (CO, CO_2, H_2, dust) • Water quality analyzers (pH, Conductivity, Oil-in-water, TOC, Silica, BOD, COD, TSS, TDS, Phenol, Cyanide) • Laser-based gas leak detectors (CH_4, CO, H_2, H2S) • Acoustic / ultrasonic leak detection • Vibration / condition monitoring sensors / Axial shift / Differential expansion monitoring systems • Anti-collision system (Radar/ Laser/ Lidar) • Oven Identification System (OIS) • Pyrometers • LOMAS Analyzers • Master calibrators for pressure, temperature and electrotechnical parameters • Instruments installed in Eirich Mixers in Sinter plant, and Hanzel make lubrication systems. • Governor systems for Turbines and Turbo-blowers • Tail gas analyzers for By-product plant • Force sensors used in Coke bucket Lifter & reversing winch • Encoders, • Hydraulic valve controllers • Instruments installed in BLTs (Tilt switch, sonic sensor, encoders, etc.) • Flame sensors/scanners
37	**Automation items/ equipment ****	As per DPIIT guideline *	
38	**Voice Communication system ****	As per DPIIT guideline *	
39	**Fire Detection and Alarm (FDA) system ****	As per DPIIT guideline *	
40	**CCTV system ****	As per DPIIT guideline *	

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
Note:			
* Instrumentation, automation, communication equipment, Fire Detection & Alarm (FDA) system, and CCTV system shall comply with the domestic content requirements for capital goods in line with Class-I and Class-II supplier norms as per DPIIT as well as MEITY guidelines.			
** Highly specialized equipment, components, and critical parts such as semiconductor chips for instrumentation, automation, communication systems, fire detection & alarm (FDA) systems, and CCTV systems are currently being sourced from global technology leaders. However, the overall system assembly, integration, and manufacturing activities are being carried out in India, with the remaining components procured through domestic sources.			

Appendix-C

Promotion of Indigenous Technologies in Iron & Steel Sector

1) **Objective:**
To promote self-reliance in the Indian iron and steel sector by incentivizing the adoption, development, and scale-up of indigenous technologies across all stages of steel manufacturing.

2) **Scope:**
This policy applies to Central Public Sector Enterprises involved in steelmaking or putting up a steel manufacturing plant.

3) **Policy Directives:**

3.1 In cases where technology and proof for earlier engineering & supply is available but does not match the present capacity requirement, following conditions will be applicable for indigenous technology providers:

3.1.1 Production capacity reference to be 30% of the capacity of the proposed plant.

3.1.2 Availability of demonstrable tie ups with the vendors.

3.1.3 Experience of detailed engineering of projects for at least 75% of the capacity of the proposed plant.

3.2 In cases where technology is available but no reference for earlier supply is available, following conditions will be applicable for indigenous technology providers:

3.2.1 The indigenous technology supplier has done detailed engineering of projects matching at least 75% of the features of the proposed project.

3.2.2 The indigenous technology supplier has done detailed engineering matching 100% of the critical features of the proposed project.

3.2.3 Availability of demonstrable tie ups with the vendors.

3.2.4 Demonstrable evidence of technology availability (IPR or other sufficient evidence).

3.3 In cases where no Indian technology is available, a foreign technology supplier committing to transfer technology, including training and handholding to an Indian CPSE (including the procuring entity), within three years, shall be considered as deemed Class-I supplier irrespective of percentage of Domestic Value Addition. In this case, purchase preference shall be given to the foreign technology supplier as defined in DPIIT's Public Procurement (Preference to Make in India) Order amended from time to time.

4) **Implementation Oversight:**
The Standing Committee constituted by Ministry of Steel shall monitor implementation, resolve disputes, and update the eligibility and incentive criteria periodically.

Form-1

Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)

*For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.

I, _____, Resident of _____, being the authorised signatory of M/s _____,

do hereby solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No. _____ dated _____. I agree to abide by all terms and conditions of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/capital good(s):

Name of product(s): _____

HS Code(s): _____

Appendix classification: Appendix-A / Appendix-B (select as applicable)

Procuring agency: _____

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition

I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically:

The steel was melted and poured in India.

The first solid shape (slab/billet/ingot/other) was produced at the following location(s):

Steelmaking facility: _____Location: _____ Heat numbers; Batch details: _____

I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency.

(If not applicable, write "Not Applicable".)

4. Domestic Value Addition - Applicable for Appendix-A DVA items and Appendix-B capital goods:

I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____ %. The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

4A. For Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory auditor / cost auditor / chartered accountant is enclosed herewith, confirming the DVA of the capital good package in accordance with the policy.

(If Appendix-A item only, strike this clause out.)

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination.

If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.

6. I undertake to maintain the relevant records, and make them available to any statutory authority.

7. Declaration: I do hereby declare that the statements made above are true to the best of my knowledge and belief. I understand that any misrepresentation shall attract penalties under the DMI&SP Policy, applicable laws, and tender conditions.

For and on behalf of

(Place & Date)

M/s _____

(Authorised Signatory)

[F. No. 8(2)/2023-ID-I]

ABHIJIT NARENDRA, Jt. Secy.

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APPENDIX-IV TO ITB

PUBLIC PROCUREMENT
(PREFERENCE TO MAKE IN INDIA)
(PPP-MII)

ANNEXURE-1

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, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IIPE
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

Annexure -1

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)

Vanijya 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.

'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

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

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 Standting Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

g. may consider any other issue relating to this Order which may arise.

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

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

19/3/24

(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

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, Notifications with respect to Electronics Products [File No. W-43/4/2019-IPHW-Meity dated 07.09.2020 and S.O. No 4591(E) dated 12.10.2023 issued by Meity], Cyber Security Products [File No.1(10)/2017-CLES dated 06.12.2019 issued by Meity] and Telecom Products [File No FP-18-10/2017-IP dated 21.10.2024 issued by Ministry of Telecommunication]. {Strike out which is not applicable}.

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 shall be submitted at the time of execution as per 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 :

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FORM-2A

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 –

1. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
2. 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.
3. Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.

	Signature of Bidder
Place:	Name :
Date:	Designation
	Seal :

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ANNEXURE-3

FORM – 3

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

CERTIFICATE UNDER PPP-MII ORDER, 2017 TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To
M/s _____ <Insert name of Client/Owner>

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, Notifications with respect to Electronics Products [File No. W-43/4/2019-IPHW-Meity dated 07.09.2020 and S.O. No 4591(E) dated 12.10.2023 issued by Meity], Cyber Security Products [File No.1(10)/2017-CLES dated 06.12.2019 issued by Meity] and Telecom Products [File No FP-18-10/2017-IP dated 21.10.2024 issued by Ministry of Telecommunication]. ***{Strike out which is not applicable}.***

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 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 availed 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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FORM-3A

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.
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.	i. ii. iii.

Note –

1. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
2. 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.
3. Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.
4. The above formats are indicative, the statutory auditor/Cost auditor/Chartered Accountant/ Cost Accountant can modify the format without changing the intent of certification.

_____

Signature of certificate issuing authority

Place:

Name:

Date:

Name of Audit Firm:

Designation

Seal:

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File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)
****

Shastri Bhawan, New Delhi
Dated: 26th March, 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, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IIPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

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

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 26.04.2022 on the above mentioned subject.

2. In this regard, it is stated that the sector specific relaxation granted under para 2(b) of aforementioned letter, has been reviewed in the Ministry and it has been decided that scope of this relaxation shall be limited to the items (list enclosed) to be installed/ operated in flammable environment of oil and gas process industry.

3. This issues with the approval of Hon'ble Minister, P&NG.

Yours faithfully

Kala 26/3/24
(Kala)
Under Secretary to the Govt. of India
Tel.: 011-23381029

Encl.: as above

Copy to:

a. PS to Hon'ble Minister, P&NG
b. PS to Hon'ble MoS, P&NG
c. PPS/ PS to Secretary, P&NG
d. PPS/PS to AS&FA/ AS, MoPNG
e. PPS/ PS to JS (E & BR)/ JS(GP)/ JS (M& OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
f. Technical Director, NIC: with a request to upload the letter on MoPNG website

Copy for information to,

Secretary, DPIIT

File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)
****

Shastri Bhawan, New Delhi
Dated 26th April, 2022

To,

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

Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended 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% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.

b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.

c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

26/04/2022

(Santanu Dhar)
Under Secretary to the Govt. of India
Tel.: 011-23388652

Copy to:

a. PS to Minister, PNG
b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

Copy for information to:

Secretary, DPIIT

Items specifically to be used in flammable environment of oil and gas process industry in which value addition through services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC shall be continued to be conserved wile computing Local Content:

Sl.	Items Category of procurement
1	**Instrumentation items** like DCS/ ESD/ PLC, Emission Monitoring System, Machine Monitoring System, Condition Monitoring System, Fire Detection & Alarm System, Gas & Liquid Metering Systems, Mass Flow Meter, Process Analysers, Ultrasonic flowmeter, Anti surge & Governor Control system, Master control station for MOVs, Actuators, Transmitters, Radar gauges, multi-spot temperature sensors, Batch Controller unit, Additive blocks, Hydrocarbon detectors, Field instruments like Radar Gauges, Nucleonic gauges, Servo level gauging, Hydrastep, SMART Positioner in control valves, Multi point Reactor Thermocouple, Flame scanner, Viscosity cum Density meter, High Pressure/Temperature Special type valves, IS Test Equipment, Flare flow meter, Tank Farm Management System, Loading Automation System, Gas Detection System, Corrosion Monitoring System, Wireless Instrumentation, Surge Relief Valve Skid, Meter Provers, Pipeline Leak detection system (Negative Pressure wave type) etc
2	Equipment involved in drilling, completion, testing and production of oil and gas wells, Electronic carousel, Safety Relief valves, Compressors, turbines and blowers, heat ejectors, exchangers, condensers where SITC and / Expert Supervisory Services are involved, Equipment for which Life Cycle cost evaluation is done considering AMC/CAMC etc.
3	Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc
4	Laboratory and R&D Equipment like Gas Chromatographs, Spectrometers, Analytical equipment, Automatic liquid sampler, Dry colorimetric (tape) detectors; Mercury Free PVT Equipment; HT-HP Corrosion cell; Wheel Test Machine; Atmospheric and HT-HP- Consistometer; Ultra Sonic Cement Analyzer / HT-Ultra Sonic Cement Analyzer; Compressive strength tester; Stirred fluid loss apparatus; Total Sulfur analyzer; Colony counter; Laminar flow systems; Microscope with digital camera; Anaerobic Chamber; RockEval; TOC analyser; Simdist analyser; Cold Finger test apparatus; Microcoulometer; Atomic Absorption Spectrometer; High Performance Ion Chromatograph; Permeameter; Helium Porosimeter; Laser Scattering Particle Size Distribution Analyser; Microscope high magnification; Flame Photometer; U.V.- Visible Spectrophotometers; EP Lube tester; Differential sticking tester; Electrical stability Meter; Stemi-2000 microscope/ equivalent; Core Gama Logger; Energy Dispersive Spectrometer; Thin Section Machine; X-Ray Diffractometer; Wettability tester; Ambient Resistivity System; Flouroscope; Spin Drop Tensiometer; Fluid Eval; Mercury Inclusion Porosity meter; Tri-Axial test machine; Smoke point detector; Vitrinite Reflectance VRo Microscope; Curing Chamber/ HT curing chamber; Source Rock Pyrolyser with Sulphur/ without sulphur; NGA Gas Analyzer Flash Point Apparatus/ automatic; Compressive Strength Analyser; HT-HP Curing Chamber; Crush resistance test equipment; Manual Dry bath pore point Apparatus; Bench Type Dissolved Oxygen meter; Bench Type GRAIN Moisture meter; Rotational Viscometer; Capillary pressure instrument; Core Plugging Machine; Core Trimming machine; HP-HT filter press; BENCH TOP DENSITY METER; HP-HT ROLLER OVEN with AGING CELLS; Crude Oil Analyser; Static Gel Strength analyser; Oilwell cement Mechanical properties analyser; Poroperm; Acoustic velocity system; Auto Saturator; Porosimeter cum permeameter; Rock Testing System; Auto Core Saturator; Auto Imbibiometer for reverse permeability; Proppant Conductivity Tester etc

5	Pipeline Intrusion and Detection System (PIDS), SCADA & APPS system; Rim seal protection system, Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	**Geophysical Services** Seismic Data Acquisition System; VSP Data Acquisition System; Field Processing Unit; Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	**Geophysical Equipment** Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit, VSP Data Acquisition System, VSP Processing Software; High-End Servers for G&G Applications, HPCC Solution; Virtualization and Container Software
8	**Logging Services** Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10.000 psi).

****

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

प्राधिकार से प्रकाशित
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इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आई.पी.एच.डब्ल्यू.)

अधिसूचना

नई दिल्ली, 7 सितंबर, 2020

विषय: सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 के अनुक्रम में इलेक्ट्रॉनिक उत्पादों को अधिसूचित करना

संदर्भ : उद्योग और आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) के दिनांक 28.05.2018, 29.05.2019 और 04.06.2020 के आदेशों के जरिए यथासंशोधित आदेश संख्या पी-45021/2/2017-बीई-II दिनांक 15.06.2017

फा. सं. डब्ल्यू-43/4/2019-आईपीएचडब्ल्यू-एमईआईटीवाई.—सरकार ने 'मेक इन इंडिया' को प्रोत्साहित करने और आय और रोजगार बढ़ाने के उद्देश्य से भारत में वस्तुओं और सेवाओं के विनिर्माण और उत्पादन को बढ़ावा देने के लिए उद्योग और आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) के दिनांक 28.05.2018, 29.05.2019 और 04.06.2020 के आदेशों के जरिए यथासंशोधित आदेश संख्या पी-45021/2/2017-बीई-II, दिनांक 15.06.2017 के तहत सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश, 2017 जारी किया है।

2. उपर्युक्त संदर्भ के जरिए अधिसूचित सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश, 2017 [पीपीपी-एमआईआई आदेश 2017] के अनुक्रम में और इसके तहत जारी की गई दिनांक 14.09.2017 की इलेक्ट्रॉनिक उत्पाद अधिसूचना संख्या 33(1)/2017-आईपीएचडब्ल्यू और दिनांक 01.08.2018 की अधिसूचना संख्या 33(5)/2017-आईपीएचडब्ल्यू के अधिक्रमण में इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय (एमईआईटीवाई) एतदद्वारा अधिसूचित करता है कि समय-समय पर संशोधित पूर्वोक्त आदेश के अनुसार स्थानीय रूप से विनिर्मित इलेक्ट्रॉनिक उत्पादों को सभी क्रय संस्थाओं द्वारा वरीयता प्रदान की जाएगी।

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3. इस अधिसूचना के उद्देश्य से:

क. श्रेणी-I स्थानीय आपूर्तिकर्ता, श्रेणी-II स्थानीय आपूर्तिकर्ता और गैर-स्थानीय आपूर्तिकर्ता की परिभाषा समय-समय पर यथासंशोधित डीपीआईआईटी पीपीपी-एमआईआई आदेश, 2017 संख्या पी-45021/2/2017-पीपी (बीई-II), दिनांक 04.06.2020 के पैरा 2 के अनुसार होगी। समय-समय पर यथासंशोधित डीपीआईआईटी पीपीपी-एमआईआई आदेश, 2017 संख्या पी-45021/2/2017-पीपी (बीई-II), दिनांक 04.06.2020 के पैरा 5 के अनुसार इस अधिसूचना में अधिसूचित प्रत्येक इलेक्ट्रॉनिक उत्पाद के लिए स्थानीय सामग्री की गणना के लिए तंत्र निर्धारित किया गया है।

ख. समय-समय पर यथासंशोधित डीपीआईआईटी पीपीपी-एमआईआई आदेश, 2017 संख्या पी-45021/2/2017-पीपी (बीई-II), दिनांक 04.06.2020 के पैरा 3क क्रय के प्रतिशत के लिए संदर्भित किया जाएगा जिसके लिए अधिमानतः घरेलू स्तर पर विनिर्मित इलेक्ट्रॉनिक उत्पादों (मूल्य के संदर्भ में) को वरियता दी जानी है।

4. सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 के तहत निम्नलिखित इलेक्ट्रॉनिक उत्पाद अधिसूचित किए गए हैं:

4.1 डेस्कटॉप पर्सनल कंप्यूटर (पीसी)

(क) परिभाषा:

इस अधिसूचना के प्रयोजन से एक डेस्कटॉप पीसी में आवश्यक रूप से एक सीपीयू, मेमोरी, हार्ड डिस्क ड्राइव, की-बोर्ड, माउस और एक अलग या एकीकृत डिस्प्ले यूनिट शामिल होगी और इसे स्वतंत्र रूप से कार्य करने में सक्षर्थ होना चाहिए।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

डेस्कटॉप पीसी की सामग्री का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बी.ओ.एम के प्रमुख इनपुट/डेस्कटॉप पीसी के विनिर्माण के लिए चरण	**घरेलू बीओएम के रूप में वर्गीकृत किए जाने वाले इनपुट के लिए आवश्यक मूल्यवर्धन/स्थानीय सामग्री**
1	**2**
मुख्य बोर्ड/मदरबोर्ड और सीपीयू/जीपीयू	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण, जिसमें सेमीकंडक्टर्स** और सीपीयू/जीपीयू** का मूल्य शामिल है और बेयर पीसीबी का मूल्य इसमें शामिल नहीं है। हालाँकि, सीपीयू के कुल मूल्य का भार डेस्कटॉप पीसी के कुल बीओएम के 30% से अधिक नहीं होगा।
मेमोरी मॉड्यूल	बेयर पीसीबी के मूल्य को छोड़कर, आयातित/घरेलू स्तर पर विनिर्मित बेयर पीसीबी पर आयातित/घरेलू स्तर पर विनिर्मित मेमोरी चिप्स** और कलपुर्जों से घरेलू पीसीबी असेंबली* एवं परीक्षण।
हार्ड डिस्क ड्राइव/सॉलिड स्टेट ड्राइव (एसएसडी)	बेयर पीसीबी के मूल्य को छोड़कर आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* एवं फाइनल उत्पाद असेम्बली और परीक्षण।
एलसीडी/एलईडी मॉनिटर	आयातित/घरेलू रूप से असेम्बल किए गए एलसीडी/एलईडी पैनल वाले कलपुर्जों से एलसीडी/एलईडी मॉनीटर की घरेलू स्तर पर असेम्बली और परीक्षण और घरेलू पीसीबी असेंबली*, घरेलू प्लास्टिक मोल्डिंग और बेयर पीसीबी के मूल्य को छोड़कर धातुई कलपूर्जों की स्टैम्पिंग।

डीवीडी ड्राइव	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
कैबिनेट + एमएसपीएस	घरेलू रूप से विनिर्मित कैबिनेट और घरेलू पीसीबी असेम्बली* और आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से एसएमपीएस की फाइनल असेम्बली और परीक्षण, इस शर्त के अध्यधीन कि "एसएमपीएस" की असेम्बली में उपयोग किए जाने वाले घरेलू विनिर्मित कलपुर्जे और संघटक न्यूनतम 20% होंगे ("एसएमपीएस" के विनिर्माण में उपयोग किए जाने वाले कलपुर्जों और संघटकों के कुल मूल्य के)।
की-बोर्ड और माउस	घरेलू पीसीबी असेम्बली* और आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से फाइनल असेम्बली और परीक्षण।
बेयर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू रूप से विनिर्मित।
(i) फाइनल असेंबली/परीक्षण और (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

**यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करते हुए बेयर पीसीबी पर सीपीयू (एस)/जीपीयू/प्रोसेसर (एस) कलपुर्जों/संघटकों के प्रिंटेड सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

***भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

4.2 थिन क्लाइंट

(क) परिभाषा:

इस अधिसूचना के प्रयोजन से किसी थिन क्लाइंट (टीसी) में अनिवार्य रूप से सीपीयू, मेमोरी, डोम, की-बोर्ड, माउस और एक अलग या एकीकृत डिस्प्ले यूनिट शामिल होते हैं और यह स्वतंत्र रूप से कार्य करने में सक्षम होना चाहिए।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

थिन क्लाइंट की सामग्री का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट/थिन क्लाइंट के विनिर्माण के लिए चरण	**घरेलू बीओएम के रूप में वर्गीकृत किए जाने वाले इनपुट के लिए आवश्यक मूल्यवर्धन/स्थानीय सामग्री**
1	2
मुख्य बोर्ड/मदरबोर्ड और सीपीयू	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण, जिसमें सेमीकंडक्टर्स** और सीपीयू** का मूल्य शामिल है और बेयर पीसीबी का मूल्य इसमें शामिल नहीं है। हालाँकि, सीपीयू के कुल मूल्य का भार थिन क्लाइंट के कुल बीओएम के 30% से अधिक नहीं होगा।

मेमोरी मॉड्यूल/डोम	बेयर पीसीबी के मूल्य को छोड़कर आयातित/घरेलू स्तर पर विनिर्मित बेयर पीसीबी पर आयातित/घरेलू स्तर पर विनिर्मित मेमोरी चिप्स** और कलपुर्जों से घरेलू पीसीबी असेंबली* और परीक्षण।
एसएमपीएस/पावर अडैप्टर	घरेलू रूप से पीसीबी असेंबलीं * और आयातित/ घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से एसएमपीएस / पावर अडैप्टर की फाइनल असेंबली और टेस्टिंग, इस शर्त के अधीन है कि "एसएमपीएस" की असेंबली में प्रयुक्त घरेलू विनिर्मित पुर्जे और कलपुर्जे न्यूनतम 20% होंगे ("एसएमपीएस") के विनिर्माण में उपयोग किए जाने वाले कलपुर्जों और संघटकों के कुल मूल्य के)।
एलसीडी/एलईडी मॉनिटर	आयातित/घरेलू रूप से असेंबली किए गए एलसीडी/एलईडी पैनल वाले कलपुर्जों से एलसीडी/एलईडी मॉनीटर की घरेलू स्तर पर असेम्बली और परीक्षण और घरेलू पीसीबी असेंबली*, घरेलू प्लास्टिक मोल्डिंग और बेयर पीसीबी के मूल्य को छोड़कर धातुई कलपूर्जों की स्टैम्पिंग।
कैबिनेट	घरेलू तौर पर विनिर्मित।
की-बोर्ड और माउस	घरेलू पीसीबी असेम्बली* और आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से फाइनल असेम्बली और परीक्षण।
बेयर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू रूप से विनिर्मित ।
(i) फाइनल असेंबली / परीक्षण और (ii) डिजाइन / विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

**यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करते हुए बेयर पीसीबी पर सीपीयू (एस)/जीपीयू/प्रोसेसर (एस) कलपुर्जों/संघटकों के प्रिंटेड सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

***भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

4.3 लैपटॉप पर्सनल कंप्यूटर (पीसी)

(क) परिभाषा :

इस अधिसूचना के प्रयोजन से किसी लैपटॉप पीसी (जिसे आमतौर पर लैपटॉप/नोटबुक/नेटबुक/अल्ट्राबुक आदि के रूप में बाजार में जाना जाता है) में आवश्यक रूप से सीपीयू, मेमोरी, हार्ड डिस्क ड्राइव, कीबोर्ड, टचपैड और/या ट्रैकपॉइंट एकीकृत प्रदर्शन इकाई, एकीकृत बैटरी शामिल होंगे और यह स्वतंत्र रूप से प्रचालित होने में सक्षम होना चाहिए।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

लैपटॉप पीसी का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट व्यक्तिगत रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम प्रमुख इनपुट लैपटॉप के विनिर्माण के लिए चरण	**घरेलू बीओएम के रूप में वर्गीकृत किए जाने वाले इनपुट के लिए आवश्यक मूल्यवर्धन/ स्थानीय सामग्री**
1	2
मुख्य बोर्ड/मदरबोर्ड और सीपीयू/जीपीयू	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण, जिसमें सेमीकंडक्टर्स** और सीपीयू/जीपीयू** का मूल्य शामिल है और बेयर पीसीबी का मूल्य इसमें शामिल नहीं है। हालाँकि, सीपीयू के कुल मूल्य का भार लैपटॉप के कुल बीओएम के 35% से अधिक नहीं हो
पावर मॉड्यूल	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण ।
मेमोरी मॉड्यूल	बेयर पीसीबी के मूल्य को छोड़कर, आयातित/घरेलू स्तर पर विनिर्मित बेयर पीसीबी पर आयातित/घरेलू स्तर पर विनिर्मित मेमोरी चिप्स** और कलपुर्जों से घरेलू पीसीबी असेंबली* और परीक्षण ।
हार्ड डिस्क ड्राइव/सॉलिड स्टेट ड्राइव (एसएसडी)	बेयर पीसीबी के मूल्य को छोड़कर, आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और फाइनल उत्पाद असेम्बली और परीक्षण।
डिस्प्ले पैनल (एलसीडी, एलईडी, आदि)	बैक कवर और बेज़ेल में घरेलू असेंबली और बैक कवर और बेज़ेल के मूल्य को छोड़कर, आयातित/घरेलू स्तर पर डिस्प्ले पैनल, एलईडी बैक लाइट, एंटेना से फाइनल परीक्षण।
डीवीडी ड्राइव	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू असेंबली और परीक्षण ।
पावर अडैप्टर	घरेलू पीसीबी असेंबली के साथ आयातित/घरेलू स्तर पर विनिर्मित पूर्जों और संघटकों से फाइनल घरेलू असेंबली* और परीक्षण, इस शर्त के अध्यधीन है कि "पावर अडैप्टर" की असेंबली में इस्तेमाल होने वाले घरेलू स्तर पर विनिर्मित पूर्जों और संघटकों का मूल्य न्यूनतम 40% होगा ("पावर अडैप्टर" के विनिर्माण में उपयोग किए जाने वाले कलपूर्जों और संघटकों के कुल मूल्य का) ।
बेयर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू रूप से विनिर्मित।
कीबोर्ड/टचपैड और/या ट्रैकपॉइंट	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण ।
बैटरी	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण ।
बॉटम कवर, बैक कवर, कीबोर्ड फेस बेजेल और डिस्प्ले फेस बेजल और हिंगेस सहित लैपटॉप के कैबिनेट/चेसिस	आयातित/घरेलू इनपुट का उपयोग करके इंजेक्शन मोल्डिंग / स्टांपिंग के माध्यम से घरेलू स्तर पर विनिर्मित ।
(i) फाइनल असेंबली/परीक्षण और (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

**यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करते हुए बेयर पीसीबी पर सीपीयू (एस)/जीपीयू/प्रोसेसर (एस) कलपुर्जों/संघटकों के प्रिंटेड सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

***भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

4.4 कंप्यूटर मॉनिटर

(क) परिभाषा :

इस अधिसूचना के प्रयोजन से, एक कंप्यूटर मॉनीटर (जिसे आमतौर पर बाजार में मॉनीटर के रूप में जाना जाता है) में एक एलसीडी/एलईडी डिस्प्ले असेंबली, लॉजिक कार्ड, पॉवर सप्लाई अडैप्टर और कैबिनेट होता है जो इसे डेस्कटॉप पीसी या लैपटॉप पीसी या टैबलेट पीसी से कनेक्ट करने के लिए डिस्प्ले पोर्ट्स से युक्त होता है।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

कंप्यूटर मॉनिटर का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट/कंप्यूटर मॉनिटर के विनिर्माण के लिए चरण	**घरेलू बीओएम के रूप में वर्गीकृत किए जाने वाले इनपुट के लिए आवश्यक मूल्यवर्धन/स्थानीय सामग्री**
1	2
लॉजिक कार्ड/माइक्रो कंट्रोलर	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण, जिसमें सेमीकंडक्टर्स का मूल्य शामिल है और बेयर पीसीबी का मूल्य शामिल नहीं है।
एलसीडी/एलईडी पैनल	कैबिनेट/चेसिस के मूल्य को छोड़कर, मॉनिटर कैबिनेट/चेसिस में आयातित/घरेलू रूप से एकत्रित एलसीडी/एलईडी पैनल *** का घरेलू एकीकरण और परीक्षण । हालाँकि, एलसीडी/एलईडी पैनल के कुल मूल्य का भार कंप्यूटर मॉनीटर के कुल बीओएम के 35% से अधिक नहीं होगा।
केबल्स	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्मित और परीक्षण किया गया।
पावर अडैप्टर	घरेलू पीसीबी असेंबली के साथ आयातित/ घरेलू स्तर पर विनिर्मित पूर्जों और संघटकों से फाइनल घरेलू असेंबली* और परीक्षण, इस शर्त के अध्यधीन है कि "पावर अडैप्टर" की असेंबली में इस्तेमाल होने वाले घरेलू स्तर पर विनिर्मित पूर्जों और संघटकों का मूल्य न्यूनतम 40% होगा ("पावर अडैप्टर" के विनिर्माण में उपयोग किए जाने वाले कलपूर्जों और संघटकों के कुल मूल्य का)।
बेयर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू रूप से विनिर्मित।
कैबिनेट/चेसिस	मॉनिटर बेज़ेल, बैक कवर, स्टैंड, बेस और चेसिस जिसमें प्लास्टिक मोल्डिंग और धातु के हिस्सों की स्टैम्पिंग को आयातित/घरेलू इनपुट का उपयोग करके घरेलू स्तर पर किया जाता है।

(i) फाइनल असेंबली/परीक्षण और (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

**यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करते हुए बेयर पीसीबी पर सीपीयू (एस)/जीपीयू/प्रोसेसर (एस) कलपुर्जों/संघटकों के प्रिंटेड सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

***भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

**** इसकी समीक्षा तब की जाएगी जब भारत में कंप्यूटर मॉनिटर्स (प्रत्येक आकार और प्रकार के) का एलसीडी / एलईडी पैनल विनिर्माण संचालन में हो।*

4.5 टैबलेट पर्सनल कंप्यूटर (पीसी)

क. परिभाषा :

इस अधिसूचना के प्रयोजन से, एक टैबलेट पीसी में आवश्यक रूप से एक एकीकृत मदरबोर्ड जिसमें सीपीयू/प्रोसेसर, मेमोरी और पावर मॉड्यूल और बोर्ड होंगे शामिल होगा; डिस्प्ले पैनल (टच पैनल + एलसीडी/एलईडी मॉड्यूल) और एकीकृत बैटरी होंगे और यह स्वतंत्र रूप से संचालित करने में सक्षम होना चाहिए।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

टैबलेट पीसी का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट/टैबलेट पीसी के विनिर्माण के लिए चरण	**घरेलू बीओएम के रूप में वर्गीकृत किए जाने वाले इनपुट के लिए आवश्यक मूल्यवर्धन/स्थानीय सामग्री**
1	2
ऑन बोर्ड सीपीयू/जीपीयू/प्रोसेसर के साथ इंटीग्रेटेड मदरबोर्ड	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण, जिसमें सेमीकंडक्टर्स** और प्रोसेसर/ सीपीयू/जीपीयू** का मूल्य शामिल है और बेयर पीसीबी का मूल्य इसमें शामिल नहीं है। हालाँकि, सीपीयू के कुल मूल्य का भार टैबलेट पीसी के कुल बीओएम के 35% से अधिक नहीं होगा।
मेमोरी और पावर मॉड्यूल	बेयर पीसीबी के मूल्य को छोड़कर, आयातित/ घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण ।
डिस्प्ले पैनल (टच पैनल + एलसीडी/एलईडी मॉड्यूल)	आयातित/घरेलू रूप से विनिर्मित टच पैनल, एलसीडी/एलईडी मॉड्यूल या संयोजन से घरेलू असेंबली और परीक्षण, इस शर्त के अध्यधीन है कि डिस्प्ले पैनल का बैकलाइट असेंबली और परीक्षण घरेलू स्तर पर किया जाएगा।
पावर अडैप्टर	घरेलू पीसीबी असेंबली के साथ, आयातित/घरेलू स्तर पर विनिर्मित पूर्जों और संघटकों से फाइनल घरेलू असेंबली और परीक्षण, इस शर्त के अध्यधीन है कि "पावर अडैप्टर" की असेंबली में इस्तेमाल होने वाले घरेलू स्तर पर विनिर्मित

	कलपूर्जों और संघटकों का मूल्य न्यूनतम 40% होगा ("पावर अडैप्टर" के विनिर्माण में उपयोग किए जाने वाले कलपूर्जों और संघटकों के कुल मूल्य का)।
बेयर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू रूप से विनिर्मित।
केसिंग	घरेलू स्तर पर विनिर्मित केसिंग।
बैटरी	आयातित/घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
ऐक्सेसरी (कैमरा, स्पीकर, वाईफाई एंटीना, आदि)	आयातित/घरेलू स्तर पर कलपूर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
(i) फाइनल असेंबली/परीक्षण और (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

**यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करते हुए बेयर पीसीबी पर सीपीयू (एस)/जीपीयू/प्रोसेसर(एस) कलपुर्जों/संघटकों के प्रिंटेड सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

***भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

4.6 डॉट मैट्रिक्स प्रिंटर

(क) परिभाषा :

डॉट मैट्रिक्स प्रिंटर एक प्रकार का प्रभावी प्रिंटर है, जो 0.2 मिमी से 0.3 मिमी के व्यास के धातु पिन द्वारा कागज पर डॉट बनाता है, जो सोलनॉइड सिद्धांत के आधार पर इलेक्ट्रोमैग्नेट द्वारा संचालित होता है और डॉट मैट्रिक्स प्रिंटहेड केन क्षैतिज और ऊर्ध्वाधर रिजोलूशन द्वारा अपेक्षित कैरेक्टर का मैट्रिक्स उतपन्न होता है। डॉट मैट्रिक्स प्रिंटर पिन के यांत्रिक दबाव के आधार पर कार्बन प्रतियां और कार्बन रहित प्रतियां बना सकता है।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

डॉट मैट्रिक्स प्रिंटर का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग- अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट/डॉट मैट्रिक्स प्रिंटर के विनिर्माण के लिए चरण	**घरेलू बीओएम के रूप में वर्गीकृत किए जाने वाले इनपुट के लिए आवश्यक मूल्यवर्धन/ स्थानीय सामग्री**
1	**2**
मुख्य पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण, इस शर्त के अधीन है कि "मुख्य पीसीबी" की असेंबली में प्रयुक्त घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों का मूल्य न्यूनतम 15% होगा (मुख्य पीसीबी के विनिर्माण में प्रयुक्त कलपूर्जों और संघटकों के कुल मूल्य का), बेयर पीसीबी के मूल्य को छोड़कर।
बेयर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू रूप से विनिर्मित।

एसएमपीएस	आयातित/घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों से घरेलू असेंबली और परीक्षण, इस शर्त के अध्यधीन है कि "एसएमपीएस" की असेंबली में इस्तेमाल होने वाले घरेलू स्तर पर विनिर्मित कल-पूर्जों और संघटकों का मूल्य न्यूनतम 20% होगा ("एसएमपीएस" के विनिर्माण में उपयोग किए जाने वाले कलपूर्जों और संघटकों के कुल मूल्य का)।
कैरिज मोटर्स और पेपर फीड मोटर्स	उप-असेंबली के रूप में आयात किया गया और मुख्य प्रिंटर तंत्र के साथ घरेलू रूप से परीक्षण किया गया।
फ्रंट कंट्रोल पैनल	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
होम पोजीशन / पेपर एंड सेंसर	आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
मुख्य प्रिंटर कैबिनेट और अन्य छोटे प्लास्टिक घटक	प्रिंटर कैबिनेट और अन्य भागों के घरेलू मोल्डिंग ।
प्रिंटर मेकेनिज़्म असेंबली	घरेलू स्तर पर विनिर्मित रबर प्लेट्स, छोटे रबर भागों, शीट धातु के घटकों, प्लास्टिक गियर और टण्ड स्टील शाफ्ट के साथ अन्य प्लास्टिक भागों और ऊपर वर्णित सेंसर और मोटर्स का उपयोग करके घरेलू असेंबली।
प्रिंट हेड्स और इंटरकनेक्टिंग केबल्स	उप- असेंबली के रूप में आयात किया गया और मुख्य प्रिंटर तंत्र के साथ घरेलू रूप से परीक्षण किया गया।
(i) फाइनल असेंबली/परीक्षण और (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

** यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करते हुए बेयर पीसीबी पर कल पूर्जों/ संघटकों के प्रिंटेड सर्किट बोर्ड असेंबली (पीसीबीए) अनिवार्य रूप से भारत में किया जाना चाहिए।*

4.7 स्मार्ट कार्ड

(क) परिभाषा :

इस अधिसूचना के प्रयोजन से, स्मार्ट कार्ड आमतौर पर एक क्रेडिट कार्ड के आकार का प्लास्टिक कार्ड होता है, जिसमें एक एकीकृत सर्किट (आईसी) होता है। इस आईसी में एक माइक्रोप्रोसेसर और मेमोरी होती है। स्मार्ट कार्ड संपर्क, संपर्क रहित या दोहरे इंटरफ़ेस (संपर्क और संपर्क रहित दोनों) पर आधारित हो सकते हैं। स्मार्ट कार्ड के कुछ अनुप्रयोगों में पहचान पत्र, बैंकिंग कार्ड, स्वास्थ्य कार्ड, वाहन पंजीकरण कार्ड आदि हैं।

I (ख) कांटैक्ट स्मार्ट कार्ड के लिए स्थानीय सामग्री की गणना के लिए तंत्र

कांटैक्ट स्मार्ट कार्ड का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट/कॉन्टैक्ट स्मार्ट कार्ड के विनिर्माण के लिए चरण	**घरेलू बीओएम के रूप में वर्गीकृत किए जाने वाले इनपुट के लिए आवश्यक मूल्यवर्धन/स्थानीय सामग्री**
1	2
प्लास्टिक कार्ड बॉडी	आयातित/घरेलू रूप से विनिर्मित, कलपुर्जों और संघटकों का उपयोग करके शीट कटिंग और पंचिंग, प्रिंटिंग, लेमिनेशन और परीक्षण सहित घरेलू विनिर्माण ।
आईसी चिप मॉड्यूल	आयातित/घरेलू रूप से विनिर्मित कच्चे माल, कलपुर्जों और संघटकों का उपयोग करते हुए, आईसी चिप मॉड्यूल* की घरेलू असेंबली, पैकेजिंग और परीक्षण।
प्लास्टिक कार्ड पर आईसी चिप मॉड्यूल की मिलिंग और एंबेडिंग	प्लास्टिक कार्ड पर आईसी चिप मॉड्यूल की मिलिंग और एंबेडिंग घरेलू स्तर पर करना।
(i) फाइनल असेंबली और टेस्टिंग (ii) डिजाइन / विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

** भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

II (ख) कॉन्टैक्टलेस स्मार्ट कार्ड के लिए स्थानीय सामग्री की गणना के लिए क्रियाविधि

कॉन्टैक्टलेस स्मार्ट कार्ड का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम में प्रमुख इनपुट/कॉन्टैक्टलेस स्मार्ट कार्ड के विनिर्माण के लिए चरण	**इनपुट को घरेलू बीओएम के तौर पर वर्गीकृत किए जाने के लिए आवश्यक मूल्यवर्धन/स्थानीय सामग्री**
1	2
प्लास्टिक कार्ड बॉडी	आयातित/घरेलू रूप से विनिर्मित कच्चे माल, कलपुर्जों और संघटकों का उपयोग करके शीट कटिंग और पंचिंग, प्रिंटिंग, लेमिनेशन और परीक्षण सहित घरेलू विनिर्माण ।
कार्ड इनले (एंटीना)	घरेलू स्तर पर विनिर्मित आयातित कच्चे माल, कलपुर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
आईसी चिप मॉड्यूल	आयातित/घरेलू रूप से विनिर्मित कच्चे माल, कलपुर्जों और संघटकों का उपयोग करके आईसी चिप* मॉड्यूल की घरेलू असेंबली, पैकेजिंग और परीक्षण।
प्लास्टिक कार्ड पर आईसी चिप मॉड्यूल की मिलिंग और एंबेडिंग	प्लास्टिक कार्ड पर आईसी चिप मॉड्यूल की मिलिंग और एंबेडिंग घरेलू स्तर पर करना ।
(i) फाइनल असेंबली और टेस्टिंग (ii) डिजाइन / विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

** भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

4.8 एलईडी उत्पाद

(क) परिभाषा :

इस अधिसूचना के प्रयोजन से, एलईडी उत्पाद वे हैं जिनका कार्य एलईडी द्वारा उत्पादित प्रकाश का उपयोग करना और निम्नलिखित क्षेत्रों में इसका उपयोग बढ़ाना है:- (i) रोशनी, (ii) टू एलईडी टीवी सहित ऑप्टिकल डिस्प्ले, (iii) बैकलाइटिंग, (iv)) सिग्नलिंग और इंडिकेशन और (v) परिवहन।

(ख) स्थानीय सामग्री की गणना के लिए क्रियाविधि :

एलईडी उत्पादों का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें: हालाँकि, (घ) हीट सिंक या थर्मल मैनेजमेंट सॉल्यूशंस, (ङ) सेकेंडरी ऑप्टिक्स और (च) सिस्टम फिक्सेटर और फिटिंग के कुल मूल्य का भार एलईडी उत्पाद के कुल बीओएम से 20% से अधिक नहीं होगा:

बीओएम के प्रमुख इनपुट/एलईडी उत्पादों के विनिर्माण के लिए चरण	**इनपुट को घरेलू बीओएम के तौर पर वर्गीकृत किए जाने वाले के लिए आवश्यक मूल्यवर्धन**
1	2
एलईडी एमिटर	आयातित/घरेलू रूप से विनिर्मित बेयर एलईडी डाई से पैकेजिंग, इस शर्त के अधीन है कि बेयर एलईडी डाई को आयातित/घरेलू विनिर्मित आदानों का उपयोग करके घरेलू रूप से विनिर्मित किया जाएगा।
ड्राइविंग इलेक्ट्रॉनिक्स	घरेलू असेंबली* और आयातित/घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों से परीक्षण, इस शर्त के अध्यधीन है कि "ड्राइविंग इलेक्ट्रॉनिक्स " की असेंबली में इस्तेमाल होने वाले घरेलू स्तर पर विनिर्मित कल-पूर्जों और संघटकों (बेयर पीसीबी का मूल्य छोड़कर) का मूल्य न्यूनतम 30% होगा ("ड्राइविंग इलेक्ट्रॉनिक्स" के विनिर्माण में उपयोग किए जाने वाले कलपूर्जों और संघटकों के कुल मूल्य का)।
एमसीपीसीबी सहित बेयर पीसीबी	घरेलू रूप से आयातित/घरेलू स्तर पर विनिर्मित इनपुट का उपयोग करके विनिर्मित।
हीट सिंक या थर्मल प्रबंधन समाधान	घरेलू रूप से आयातित/घरेलू स्तर पर विनिर्मित इनपुट का उपयोग करके विनिर्मित।
माध्यमिक प्रकाशिकी	घरेलू रूप से आयातित/घरेलू स्तर पर विनिर्मित इनपुट का उपयोग करके विनिर्मित।
सिस्टम फिक्सर और फिटिंग	घरेलू तौर पर विनिर्मित।
फाइनल असेंबली/परीक्षण	समय-समय पर अधिसूचित भारतीय मानकों के अनुसार घरेलू रूप से असेंबली/परीक्षण किए गए।

4.9 <u>बायोमेट्रिक एक्सेस कंट्रोल/ऑथेंटिकेशन डिवाइस</u>

(क) परिभाषा :

इस अधिसूचना के प्रयोजन से, बायोमेट्रिक एक्सेस कंट्रोल/ऑथेंटिकेशन डिवाइस में *अन्य बातों के साथ-साथ* एक फिंगर प्रिंट सेंसर/आइरिस सेंसर, नियंत्रक मॉड्यूल और बिजली की आपूर्ति शामिल होगी। इसमें डिस्प्ले यूनिट हो सकती है या नहीं भी। बायोमेट्रिक एक्सेस कंट्रोल/ऑथेंटिकेशन डिवाइस के कुछ एप्लिकेशन फिजिकल एक्सेस कंट्रोल, टाइम और अटेंडेंस कंट्रोल आदि हैं।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

बायोमेट्रिक एक्सेस कंट्रोल/ऑथेंटिकेशन डिवाइस का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट बायोमेट्रिक एक्सेस कंट्रोल/ऑथेंटिकेशन डिवाइस के विनिर्माण के लिए चरण	**इनपुट को घरेलू बीओएम के तौर पर वर्गीकृत किए जाने वाले के लिए आवश्यक मूल्यवर्धन**
1	2
फिंगर प्रिंट सेंसर/आइरिस सेंसर	घरेलू स्तर पर विनिर्मित जैसा कि अधिसूचित है (पैराग्राफ 4.10 और 4.11 को देखें)।
मुख्य पीसीबी (नियंत्रक मॉड्यूल)	घरेलू असेंबली और आयातित/घरेलू स्तर पर विनिर्मित कलपुर्जों और संघटकों से परीक्षण, बेयर पीसीबी के मूल्य को छोड़कर।
बेअर पीसीबी	आयातित/घरेलू स्तर पर विविनिर्मित इनपुट से घरेलू स्तर पर विविनिर्मित ।
बिजली की आपूर्ति/बैटरी (यदि अलग हो)	आयातित/घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
डिस्प्ले यूनिट	आयातित/घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
वैकल्पिक विशेषताएं जैसे कि कैमरा, कीबोर्ड, आरएफआईडी, स्मार्ट कार्ड रीडर, जीपीआरएस मॉड्यूल, वाई-फाई, ब्लू टूथ आदि।	आयातित/घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों से घरेलू असेंबली और परीक्षण।
प्लास्टिक हाउसिंग	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्मित।
युएसबी केबल्स	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्मित।
(i) फाइनल असेंबली और परीक्षण (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

4.10 बायोमेट्रिक फिंगर प्रिंट सेंसर

(क) परिभाषा :

इस अधिसूचना के उद्देश्य से, बॉयोमीट्रिक फिंगर प्रिंट सेंसर में एक नियंत्रक मॉड्यूल, सीएमओएस सेंसर और ऑप्टिक्स शामिल हैं। बायोमेट्रिक फिंगर प्रिंट सेंसर के अनुप्रयोग व्यक्तिगत पहचान और सत्यापन आदि हैं।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

बायोमेट्रिक फिंगर प्रिंट सेंसर की घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख मुख्य इनपुट/बॉयोमीट्रिक फिंगर प्रिंट सेंसर के निर्माण के लिए चरण	इनपुट को घरेलू बीओएम के तौर पर वर्गीकृत किए जाने वाले के लिए आवश्यक मूल्यवर्धन
1	2
मुख्य पीसीबी (नियंत्रक मॉड्यूल)	बेअर पीसीबी के मूल्य को छोड़कर आयातित / घरेलू स्तर पर विनिर्मित कलपूर्जों और संघटकों का उपयोग करके घरेलू असेंबली और परीक्षण ।
ऑप्टिक्स	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्मित ।
सीएमओएस सेंसर	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से उपयोग करके सीएमओएस सेंसर की घरेलू असेंबली, पैकेजिंग और परीक्षण*।
बेअर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्माण।
प्लास्टिक हाउसिंग	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्माण।
यूएसबी केबल्स	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्माण।
(i) फाइनल असेंबली और टेस्टिंग (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

** भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

4.11 बायोमेट्रिक आइरिस सेंसर

(क) परिभाषा :

इस अधिसूचना के उद्देश्य से, बॉयोमीट्रिक आइरिस सेंसर में एक नियंत्रक मॉड्यूल, सीएमओएस सेंसर और ऑप्टिक्स शामिल हैं। बायोमेट्रिक आइरिस सेंसर के आवेदन व्यक्तिगत पहचान और सत्यापन आदि हैं।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

बायोमेट्रिक आइरिस सेंसर का का घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट/बॉयोमीट्रिक फिंगर प्रिंट सेंसर के विनिर्माण के लिए चरण	इनपुट को घरेलू बीओएम के तौर पर वर्गीकृत किए जाने वाले के लिए आवश्यक मूल्यवर्धन
1	2
मुख्य पीसीबी (नियंत्रक मॉड्यूल)	बेअर पीसीबी के मूल्य को छोड़कर आयातित/ घरेलू स्तर पर विनिर्मित भागों और संघटकों का उपयोग करके घरेलू असेंबली और परीक्षण ।
ऑप्टिक्स	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्मित ।

सीएमओएस सेंसर	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से उपयोग करके सीएमओएस सेंसर की घरेलू असेंबली, पैकेजिंग और परीक्षण *
बेअर पीसीबी	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्माण।
प्लास्टिक हाउसिंग	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्माण ।
यूएसबी केबल्स	आयातित/घरेलू स्तर पर विनिर्मित इनपुट से घरेलू स्तर पर विनिर्माण ।
(i) फाइनल असेंबली और परीक्षण (ii) डिजाइन/विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

* *भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी ।*

4.12 सर्वर

(क) परिभाषा :

इस अधिसूचना के प्रयोजन से, एक सर्वर में आवश्यक रूप से एक मदर बोर्ड, सीपीयू, मेमोरी (रैम), हार्ड डिस्क ड्राइव (एचडीडी)/सॉलिड स्टेट स्टोरेज ड्राइव (एसएसएसडी), पावर सप्लाई यूनिट (एसएमपीएस), चेसिस, कनेक्टिंग केबल्स और फर्मवेयर और ओएस शामिल होंगे।

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

सर्वर की घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करें:

बीओएम के प्रमुख इनपुट/सर्वर के विनिर्माण के लिए चरण	**इनपुट को घरेलू बीओएम के तौर पर वर्गीकृत किए जाने वाले के लिए आवश्यक मूल्यवर्धन**
1	**2**
सर्वर बोर्ड/मदर बोर्ड और सीपीयू(एस)/जीपीयू (एस)	सेमीकंडक्टर्स** और सीपीयू (एस)/जीपीयू (एस)को शामिल करके** और बेअर पीसीबी के मूल्य को छोड़कर आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण
मेमोरी मॉड्यूल	पीसीबी असेंबली और बेअर पीसीबी के मूल्य को छोड़कर, आयातित/घरेलू स्तर पर विनिर्मित बेअर पीसीबी आयातित/घरेलू स्तर पर विनिर्मित मेमोरी चिप्स** और कलपुर्जों/संघटको से घरेलू परीक्षण।
हार्ड डिस्क ड्राइव/सॉलिड स्टेट स्टोरेज ड्राइव (एसएसडी)	आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू असेंबली और परीक्षण।
कैबिनेट + एसएमपीएस	आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू रूप से घरेलू स्तर पर विनिर्मित कैबिनेट और एसएमपीएस का घरेलू असेंबली और परीक्षण, इस शर्त के

	अध्यधीन कि "एसएमपीएस" की असेंबली में उपयोग किए गए घरेलू स्तर पर विनिर्मित भागों और संघटकों का मूल्य न्यूनतम 25% होगा ("एसएमपीएस " के विनिर्माण में उपयोग किए जाने वाले भागों और संघटकों का कुल मूल्य)
बेअर पीसीबी	आयातित/घरेलू विनिर्मित इनपुट से घरेलू स्तर पर विनिर्मित
सहायक उपकरण (पावर केबल, कनेक्टर्स,आदि)	आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू असेंबली और परीक्षण।
(i) फाइनल असेंबली और टेस्टिंग (ii) डिजाइन और विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

** यह आवश्यक है कि सीपीयू (एस) /जीपीयू (एस) /प्रोसेसर (एस) के प्रिंटेड सर्किट बोर्ड असेंबली (पीसीबीए), एसएमटी प्रक्रिया का उपयोग कर बेअर पीसीबी पर भागों/संघटकों को अनिवार्य रूप से भारत में किया जाना चाहिए।*

*** भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

4.13 सेल्युलर मोबाइल फ़ोन

(क) परिभाषा :

इस अधिसूचना के प्रयोजन के लिए, एक सेलुलर मोबाइल फोन (फीचर फोन या स्मार्ट फोन) में मुख्य रूप से मुद्रित सर्किट बोर्ड (पीसीबी), बैटरी पैक, डिस्प्ले यूनिट, कुंजी पैड/टच पैनल, चार्जर/एडाप्टर, माइक्रोफोन और रिसीवर वाइब्रेटर मोटर/रिंगर और मैकेनिक्स शामिल होंगे। ,

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

सेल्युलर मोबाइल फ़ोनों के घरेलू बीओएम में निम्न तालिका के कॉलम1 में विनिर्दिष्ट मुख्य इनपुट की लागत का योग होगा, बशर्ते इनपुट व्यक्तिगत रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्य अतिरिक्त आवश्यकता को पूरा करते हैं:

बीओएम के प्रमुख इनपुट/सेलुलर मोबाइल फोन के निर्माण के लिए चरण	**इनपुट को घरेलू बीओएम के तौर पर वर्गीकृत किए जाने वाले के लिए आवश्यक मूल्यवर्धन /स्थानीय सामग्री**
1	2
मुख्य पीसीबी*	प्रोसेसर/सेमीकंडक्टर** बीओएम(यानी मेन पीसीबी पर सेमीकंडक्टर चिप्स और मॉड्यूल),को शामिल करके और बेअर पीसीबी के मूल्य को छोड़कर ,आयातित / घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू असेंबलीऔर परीक्षण।
बेयर पीसीबी	घरेलू रूप से आयात सामग्री का विनिर्माण/घरेलू स्तर पर विनिर्मित इनपुट।
बैटरी पैक	आयात सामग्री की घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
चार्जर/एडाप्टर	आयात सामग्री से घरेलू असेंबली और परीक्षण/ घरेलू स्तर पर विनिर्मित इनपुट।
वायर्ड हेडसेट	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
यांत्रिकी***	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
डाई कट कलपुर्ज़े***	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
माइक्रोफोन और रिसीवर	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
की-पैड	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।

यूएसबी केबल	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
कैमरा मॉड्यूल	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
कनेक्टर्स	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
डिसप्ले यूनिट	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
टच पैनल/कवर ग्लास असेंबली	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
वाइब्रेटर मोटर/रिंगर	आयात सामग्री से घरेलू असेंबली और परीक्षण/घरेलू स्तर पर विनिर्मित इनपुट।
(i) अंतिम असेंबली और परीक्षण (ii) डिजाइन और विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

**यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करते हुए बेयर पीसीबी पर संसाधक/संघटक की प्रिंटेड सर्किट बोर्ड असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

*** भारत में सेमीकंडक्टर फैब प्रचालनरत होने पर इसकी समीक्षा की जाएगी।*

**** अनुबंध का संदर्भ लें।*

5. अधिसूचना तुरंत प्रभाव से लागू है। संशोधित अधिसूचना जारी होने तक यह अधिसूचना मान्य रहेगी।

6. सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 के तहत कोई भी इलेक्ट्रॉनिक उत्पाद अधिसूचना का भूतलक्षी प्रभाव नहीं होगा।

7. उपरोक्त इलेक्ट्रॉनिक उत्पादों की क्रय के लिए दिनांक 04.06.2020 के सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 में उल्लिखित प्रावधानों के अनुसार क्रय वरीयता प्रदान की जाएगी।

8. यदि भारत सरकार द्वारा परियोजना या योजना पूरी तरह से या आंशिक रूप से वित्त पोषित होती है, तो राज्यों और स्थानीय निकायों द्वारा बनाए गए इलेक्ट्रॉनिक उत्पादों की क्रय के लिए अधिसूचना सभी केंद्रीय योजनाओं (सीएस)/केंद्रीय क्षेत्र की योजनाओं (सीएसएस) पर भी लागू होगी।

9. स्थानीय सामग्री/घरेलू मूल्यवर्धन की गणना करने हेतु प्रक्रिया

9.1 घरेलू विनिर्माताओं (डीओएम-बीओएम) से प्राप्त सामग्री के बिल की गणना उपलब्ध आंकड़ों के आधार पर निम्नलिखित में से किसी एक के आधार पर की जा सकती है। इनमें से प्रत्येक गणना के सुसंगत परिणाम प्राप्त होने चाहिए।

क. सभी इनपुटों की लागतों का योग जो उस उत्पाद को बनाने के लिए आवश्यक है (इनपुटों की क्रय पर लगाए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ का लाभ लिया जा सकता है) और जिनका आयात प्रत्यक्ष रूप से या घरेलू व्यापारी या माध्यस्थ के माध्यम से नहीं किया गया है।

ख. उत्पाद के फैक्ट्री बाह्य मूल्य से उत्पाद के उत्पादन में इनपुटों के रूप में उपयोग की गई सामग्री के आयातित बिल (प्रत्यक्ष या अप्रत्यक्ष रूप से) को घटाकर (इनपुटों की क्रय पर लगाए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ का लाभ लिया जा सकता है) और उसमें से वारंटी लागत को घटाकर।

ग. बाजार मूल्य से उत्पादन पश्चात मालभाडा, बीमा और अन्य हथालन लागतों को घटाकर, उसमें से कर पश्चात लाभ, वारंटी लागत को घटाया जाता है, उसमें से उत्पादों के उत्पादन (इनपुटों की क्रय पर लगाए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ लिया जा सकता है) में इनपुटों के रूप में उपयोग की गई सामग्री के आयातित बिल के योग को घटाया जाता है और बिक्री और विपणन खर्च को घटाया जाता है।

9.2 सामग्री के कुल बिल (कुल-बीओएम) की गणना उपलब्ध आंकड़ों पर आधारित निम्नलिखित में से किसी एक के आधार पर की जा सकती है। इनमें से प्रत्येक गणना के सुसंगत परिणाम प्राप्त होने चाहिए।

क. सभी इनपुटों की लागतों का योग जो उस उत्पाद को बनाने के लिए आवश्यक है (इनपुटों की क्रय पर लगाए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ का लाभ लिया जा सकता है)।

ख. उत्पाद के फैक्टरी बाह्य मूल्य से कर पश्चात लाभ और वारंटी लागतों को घटाया जाता है।

ग. बाजार मूल्य से उत्पादन पश्चात मालभाडा, बीमा और अन्य हथालन लागतों को घटाकर उसमें से कर पश्चात लाभ, वारंटी लागत, बिक्री और विपणन खर्च घटाया जाता है।

9.3 निम्नलिखित फॉर्मूला के अनुसार प्रस्तुत जानकारी के आधार पर घरेलू मूल्य-वृद्धि के प्रतिशत की गणना की जा सकती है:

स्थानीय सामग्री/घरेलू मूल्य-वृद्धि का प्रतिशत $= \frac{\text{डीओएम} - \text{बीओएम}}{\text{कुल} - \text{बीओएम}} \times 100$

यह सिफ़ारिश की जाती है कि आकलन करने वाली प्रत्येक एजेंसी को उपरोक्त सूत्रों में से कम से कम दो का उपयोग करके स्थानीय सामग्री/घरेलू मूल्य-वृद्धि की गणना करनी चाहिए ताकि इस संबंध में आकलन को मान्य किया जा सके और यह सुनिश्चित किया जा सके कि दावाकृत घरेलू मूल्य सुसंगत है।

10. स्थानीय सामग्री/घरेलू मूल्यवृद्धि का सत्यापन

क. निविदा, बोली प्रक्रिया या सिफ़ारिश के समय स्थानीय आपूर्तिकर्ता स्व-प्रमाणन प्रदान करेगा कि प्रसतावित की गई वस्तुएं न्यूनतम स्थानीय सामग्री की आवश्यकताओं को पूरा करती हैं और उस स्थान (स्थानों) का विवरण देगा, जिस पर स्थानीय मूल्य वृद्धि की गई है।

ख.10 करोड़ रुपए से अधिक मूल्य की क्रय के मामलों में, स्थानीय आपूर्तिकर्ता स्थानीय सामग्री का प्रतिशत देते हुए कंपनी के सांविधिक लेखा परीक्षक (कंपनियों के मामले में) या लागत लेखापरीक्षक या किसी पेशेवर लागत लेखाकार या पेशेवर चार्टेड लेखाकार (कंपनियों के अलावा अन्य आपूर्तिकर्ताओं के संबंध में) से एक प्रमाणपत्र उपलब्ध कराएगा।

ग. यदि किसी इलेक्ट्रॉनिक उत्पाद के संबंध में स्थानीय सामग्री/घरेलू मूल्य वृद्धि के संबंध में बोलीकर्ता के दावे के खिलाफ क्रय एजेंसी या संबंधित मंत्रालय/विभाग द्वारा शिकायत प्राप्त की जाती है, तो उसे एसटीक्यूसी के पास भेजा जाएगा।

घ. एसटीक्यूसी को संदर्भित कोई भी शिकायत 4 सप्ताह के भीतर निपटा दी जाएगी। बोलीकर्ता को एसटीक्यूसी हेतु किसी इलेक्ट्रॉनिक उत्पाद में दावा की गई घरेलू मूल्य वृद्धि के समर्थन में आवश्यक दस्तावेज प्रस्तुत करने की आवश्यकता होगी। यदि बोलीकर्ता के द्वारा कोई जानकारी प्रस्तुत नहीं की जाती है, तो ऐसी प्रयोगशालाएं दावे की वास्तविकता को सिद्ध करने के लिए अगली आवश्यक कार्रवाई कर सकती हैं ।

ड़. 2 लाख रुपए या खरीदे जा रहे घरेलू रूप से विनिर्मित इलेक्ट्रॉनिक उत्पादों की कीमत का 1% शिकायत शुल्क (5 लाख रुपए की अधिकतम सीमा के अध्यधीन), जो भी अधिक हो, का डिमांड ड्राफ्ट द्वारा भुगतान किया जाएगा, जो एसटीक्यूसी में जमा जमा होगा। यदि शिकायत गलत पाई जाती है, तो शिकायत शुल्क जब्त कर लिया जाएगा। यदि, शिकायत को बरकरार रखा जाता है और काफी हद तक सही पाया जाता है तो शिकायतकर्ता को जमा शुल्क बिना किसी ब्याज के वापस कर दिया जाएगा।

च. सामान्य वित्तीय नियमों के विनियम 175(1) (i) (h) के तहत अखंडता संहिता के उल्लंघन में झूठी घोषणाएं की जाएगी तो इसके लिए एक बोलीकर्ता या उसके उत्तराधिकारियों पर सामान्य वित्तीय नियमों के विनियम 151(iii) के अनुसार दो साल तक के लिए रोक लगा दी जाएगी, इसके साथ-साथ कानून के तहत स्वीकार्य होने वाली अन्य कार्रवाई भी की जा सकती है।

11. इलेक्ट्रॉनिक उत्पाद अधिसूचना के कार्यान्वयन की निगरानी के लिए नोडल मंत्रालय एमईआईटीवाई होगा।

12. यदि प्रश्न उठता है कि क्या खरीदी जा रही कोई वस्तु एक इलेक्ट्रॉनिक उत्पाद है, जिसे सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 के तहत शामिल किया जाना है, तो इस मामले को स्पष्टीकरण के लिए इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय को संदर्भित किया जाएगा।

सौरभ गौड़, संयुक्त सचिव

अनुबंध

यान्त्रिकी और डाई कट कलपुर्ज़े की सूची

क. यान्त्रिकी (मैकेनिक्स)

1. बैटरी कवर (एचएस 39209999)
2. फ्रंट कवर (एचएस 39209999)
3. फ्रंट कवर (जिंक कास्टिंग के साथ) (एचएस 39209999)
4. मिडल कवर (एचएस 39209999)
5. जीएसएम एंटीना/किसी भी प्रौद्योगिकी का एंटीना (एचएस 39209999)
6. साइड की (एचएस 85389000)
7. मेन लेंस (एचएस 39209999)
8. कैमरा लेंस (एचएस 39209999)
9. पेंच (एचएस 73181500)
10. माइक्रो रबर केस (एचएस 40169990)
11. सेंसर रबड़ केस/सीलबंद गैसकेटों सहित सीलबंद गैसकेट/रबड़ केस यानि एसबीआर, ईपीडीएम, सीआर, सीएस, सिलिकॉन और सभी अन्य विशेष रबड़ या संयोजन/रबड़ के संयोजन (एचएस 40169990)

    11.1 पीयू केस /सीलबंद गैसकेट (एचएस 39269091) - सीलबंदी गैसकेट/केस की तरह पॉलीयुरेथेन फोम की अन्य सामग्री।

    11.2 सीलबंदी गास्केट/पीई, पीपी,ईपीएस, पीसीसे केस और सभी अन्य विशेष बहुलक या संयोजन/बहुलकों का संयोजन(एच एस 39269099)

12. सिम सॉकेट/अन्य मैकेनिकल (यान्त्रिकी) मदें (धातु) (एचएस 73269099)
13. सिम सॉकेट/अन्य मैकेनिकल (यान्त्रिकी) मदें (प्लास्टिक) (एचएस 39269099)
14. बैक कवर (एचएस 39209999)

ख. डाई कट कलपुर्ज़े

1.सुचालक कपड़ा (एचएस 39269099)

2. ऊष्मा उत्सर्जक स्टीकर बैटरी कवर (एचएस 39199090)

3. स्टीकर-बैटरी स्लॉट (एचएस 39199090)

4. मैन लेंस के लिए प्रोटेक्टिव फिल्म (एचएस 39199090)

5. एलसीडी एफपीसी के लिए माइलर (एचएस 39199090)

6. एलसीडी सुचालक फोम (एचएस 39269099)

7. फिल्म-फ्रंट फ्लैश (एचएस 39199090)

8. एलसीडी फोम (एचएस 39269099)

9. बीटी फोम (एचएस 39269099)

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW DIVISION)

NOTIFICATION

New Delhi, the 7th September, 2020

Subject : Public Procurement (Preference to Make in India) Order 2017-Notifying Electronic Products in furtherance of the Order

Reference : Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019 and 04.06.2020

F. No. W-43/4/2019-IPHW-MeitY.—The Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019 and 04.06.2020, to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 [PPP-MII Order 2017] notified vide reference cited above, and in supersession of the Electronic Product Notification Nos.33(1)/2017-IPHW dated 14.09.2017 and 33(5)/2017-IPHW dated 01.08.2018 issued thereunder, the Ministry of Electronics and Information Technology (MeitY) hereby notifies that preference shall be provided by all procuring entities to locally manufactured Electronic Products as per the aforesaid Order, as amended from time to time.

3. For the purpose of this notification:

a. The definition of Class-I local supplier, Class-II local supplier and Non-local supplier shall be as per paragraph 2 of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017-PP(BE-II) dated 04.06.2020, as amended from time to time. The mechanism for calculation of local content has been prescribed for each notified Electronic Product in this notification, in accordance with paragraph 5 of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017-PP(BE-II) dated 04.06.2020, as amended from time to time.

b. Paragraph 3A of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017-PP(BE-II) dated 04.06.2020, as amended from time to time, shall be referred for percentage of procurement for which preference to domestically manufactured Electronic Products is to be provided (in value terms).

4. Following Electronic Products are notified under the Public Procurement (Preference to Make in India) Order 2017:

4.1 <u>Desktop Personal Computers (PCs)</u>

(A) Definition:

For the purpose of this Notification, a Desktop PC shall necessarily consist of a CPU, Memory, Hard disk drive, Keyboard, Mouse and a separate or integrated display unit and should be able to operate independently.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Desktop PC would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Desktop PC	**Value addition/local content required for the input to be classified as domestic BOM**
1	**2**
Main Board / Motherboard and CPU / GPU	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU/ GPU** and excluding

	the value of bare PCB. However, the weightage of total value of CPU shall not exceed 30% of the total BOM of the Desktop PC.
Memory Module	Domestic PCB Assembly* and testing from imported / domestically manufactured memory chips** and parts / components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive / Solid State Drive (SSD)	Domestic PCB Assembly* and final product assembly and testing from imported / domestically manufactured parts and components, excluding the value of bare PCB.
LCD / LED Monitor	Domestic assembly and testing of LCD / LED Monitor from parts consisting of imported/domestically assembled LCD / LED Panel and Domestic PCB Assembly*, Domestic plastic moulding and Domestic stamping of metal parts, excluding the value of bare PCB.
DVD Drive	Domestic assembly and testing from imported / domestically manufactured parts and components.
Cabinet + SMPS	Domestically manufactured Cabinet and Domestic PCB Assembly* and the final assembly and testing of SMPS from imported/ domestically manufactured parts and components, subject to the condition that the domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of "SMPS").
Keyboard/Mouse	Domestic PCB Assembly* and the final assembly and testing from imported / domestically manufactured parts and components.
Bare PCB	Domestically manufactured from imported / domestically manufactured inputs.
(i) Final Assembly / Testing and (ii) Design / Development	(i) Domestically assembled/tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU/ processor(s) parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.2 Thin Clients

(A) Definition:

For the purpose of this Notification, a Thin Client (TC) shall necessarily consist of a CPU, Memory, DOM, Keyboard, Mouse and a separate or integrated display unit and should be able to operate independently.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Thin Client would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM / stages for manufacture of Thin Client	Value addition / local content required for the input to be classified as domestic BOM
1	2
Main Board / Motherboard and CPU	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not exceed 30% of the total BOM of the Thin Client.
Memory Module/ DOM	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
SMPS/ Power Adapter	Domestically PCB Assembly* and the final assembly and testing of SMPS/ Power Adapter from imported/ domestically manufactured parts and components, subject to the condition that the domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of "SMPS").
LCD/ LED Monitor	Domestic assembly and testing of LCD/ LED Monitor from parts consisting of imported/ domestically assembled LCD/ LED Panel and Domestic PCB Assembly*, Domestic plastic moulding and Domestic stamping of metal parts, excluding the value of bare PCB.
Cabinet	Domestically manufactured.
Keyboard/Mouse	Domestic PCB Assembly* and the final assembly and testing from imported / domestically manufactured parts and components.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ processor(s)/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.3 <u>Laptop Personal Computers (PCs)</u>

(A) Definition:

For the purpose of this Notification, a Laptop PC (commonly known in the market as Laptop/ Notebook/ Netbook/ Ultrabook, etc.) shall necessarily consist of a CPU, Memory, Hard disk drive, Keyboard, Touchpad and/ or Trackpoint, an integrated display unit, integrated battery and should be able to operate independently.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Laptop PC would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Laptop PC	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
Main Board/ Motherboard and CPU/ GPU	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU/ GPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not exceed 35% of the total BOM of the Laptop PC.
Power Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components.
Memory Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive/ Solid State Drive (SSD)	Domestic PCB Assembly* and final product assembly and testing from imported/ domestically manufactured parts and components, excluding the value of bare PCB.
Display Panel (LCD, LED, etc.)	Domestic assembly into the Back Cover and Bezel and final testing from imported/ domestically assembled Display Panel, LED Back light, Antennae, excluding the value of the Back Cover and Bezel.
DVD Drive	Domestic assembly and testing from imported / domestically manufactured parts and components.
Power Adapter	Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter").
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Keyboard/ Touchpad and/ or Trackpoint	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Battery	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Cabinet/ Chassis of Laptop including bottom cover, back cover, Keyboard face bezel and Display face bezel and Hinges	Domestically manufactured through injection moulding/ stamping using imported/ domestic inputs.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU/ processor(s)/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.4 Computer Monitors

(A) Definition:

For the purpose of this Notification, a Computer Monitor (commonly known in the market as Monitor) shall necessarily consist of a LCD/ LED Display assembly, Logic card, Power Supply Adaptor and Cabinet with Display Ports for connecting it to a Desktop PC or Laptop PC or Tablet PC.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Computer Monitor would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Computer Monitor	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
Logic Cards/ Micro controller	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components including value of Semiconductors** and excluding the value of bare PCB.
LCD/ LED Panel	Domestic integration and testing of imported/ domestically assembled LCD/ LED Panel*** into the Monitor Cabinet/ Chassis, excluding the value of the Cabinet/ Chassis. However, the weightage of total value of LCD/ LED Panel shall not exceed 35% of the total BOM of the Computer Monitor.
Cables	Domestically manufactured and tested from imported/ domestically manufactured inputs.
Power Adapter	Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter").
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Cabinet/ Chassis	The Monitor Bezel, Back cover, Stand, Base and Chassis wherein the plastic mouldings and the stamping of metal parts is done domestically using imported/ domestic inputs.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU processor(s)/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

**** This shall be reviewed when LCD/LED Panel manufacturing of Computer Monitors (of each size and type) in India is operational.*

4.5 Tablet Personal Computers (PCs)

A. **Definition**:

For the purpose of this Notification, a Tablet PC shall necessarily consist of an Integrated Motherboard with on board CPU/Processor, Memory and Power Module; Display Panel (Touch Panel + LCD/LED Module) and integrated battery and should be able to operate independently.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Tablet PC would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Tablet PC	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
Integrated Motherboard with on board CPU/ GPU/ Processor	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including value of Semiconductors** and Processor/CPU/ GPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not exceed 35% of the total BOM of the Tablet PC.
Memory and Power Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, excluding the value of bare PCB.
Display Panel (Touch Panel + LCD/ LED Module)	Domestic assembly and testing from imported/ domestically manufactured Touch Panel, LCD/ LED Module or combination, subject to the condition that backlight assembly and testing of Display Panel shall be done domestically.
Power Adapter	Domestic assembly and testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter").
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Casing	Domestically manufactured Casing.
Battery	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Accessories (Camera, Speaker, WiFi Antenna, etc.)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU/ GPU/ processor/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational*

4.6 Dot Matrix Printers

(A) Definition:

A Dot Matrix Printer is a type of impact printer that forms dot on paper by a metal pin of diameter 0.2 mm to 0.3 mm which is driven by electromagnet based on solenoid principle and required character matrix is produced by horizontal and vertical resolution of dot matrix printhead. Dot Matrix Printer can create carbon copies and carbonless copies based on mechanical pressure of pin.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Dot Matrix Printer would be the sum of the cost of main inputs specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Dot Matrix Printer	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
Main PCB	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "Main PCB" will be minimum 15% (of the total value of parts and components used in the manufacture of "Main PCB"), excluding the value of bare PCB.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
SMPS	Domestic assembly and testing from imported/ domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of "SMPS").
Carriage Motors and Paper Feed Motors	Imported as sub-assembly and tested domestically along with main Printer Mechanism.
Front Control Panel	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Home Position/Paper End Sensors	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Main Printer Cabinet and other small plastic components	Domestic moulding of Printer Cabinet and other parts.
Printer Mechanism Assembly	Domestic assembly using domestically manufactured Rubber Platens, small rubber parts, sheet metal components, plastic gears and other plastic parts with turned steel shafts and above mentioned sensors and Motors.
Print Heads and Interconnecting Cables	Imported as sub-assembly and tested domestically along with main Printer Mechanism.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

4.7 Smart Cards

(A) Definition:

For the purpose of this Notification, Smart Card is usually a Credit Card sized plastic Card with an Integrated Circuit (IC) contained inside. The IC contains a microprocessor and memory. Smart Cards can be contact, contactless or dual interface (both contact and contactless). Some of the applications of Smart Card are Identity Card, Banking Card, Health Card, Vehicle Registration Card etc.

I(B) Mechanism for calculation of local content for Contact Smart Cards

The domestic Bill of Material (BOM) of a Contact Smart Card would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Contact Smart Card	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
Plastic Card Body	Domestic manufacturing including sheet cutting & punching, printing, lamination and testing using imported/ domestically manufactured raw material, parts and components.
IC Chip Module	Domestic assembly, packaging and testing of IC Chip Module using imported/ domestically manufactured raw material, parts and components*.
Milling and Embedding of IC Chip Module on Plastic Card	Milling and Embedding of IC Chip Module on Plastic Card done domestically.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/tested and (ii) Intellectual Property (IP) resident in India for any of the above items, including fusion of domestically developed Operating System. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** This shall be reviewed when the Semiconductor FAB in India is operational.*

II(B) Mechanism for calculation of local content for Contactless Smart Cards

The domestic Bill of Material (BOM) of Contactless Smart Card would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Contactless Smart Card	**Value addition/local content required for the input to be classified as domestic BOM**
1	**2**
Plastic Card Body	Domestic manufacturing including sheet cutting & punching, printing, lamination and testing using imported/ domestically manufactured raw material, parts and components.
Card inlay (Antenna)	Domestic assembly and testing from imported/ domestically manufactured raw material, parts and components.
IC Chip Module	Domestic assembly, packaging and testing of IC Chip Module using imported/ domestically manufactured raw material, parts and components*.
Milling and Embedding of IC Chip Module on Plastic Card	Milling and Embedding of IC Chip Module on Plastic Card done domestically.

(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items, including fusion of domestically developed Operating System. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.8 LED Products

(A) Definition:

For the purpose of this Notification, LED products are those whose function is to utilize light produced by LEDs and spanning applications in the areas of: (i) Illumination, (ii) Optical Displays including True LED TVs, (iii) Backlighting, (iv) Signalling & Indication and (v) Transportation.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of LED Products would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table. However, the weightage of total value of (d) Heat Sink or Thermal Management Solutions, (e) Secondary Optics and (f) System Fixture and Fitting shall not exceed 20% of the total BOM of the LED Product:

Main inputs in BOM/ stages for manufacture of LED Products	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
LED Emitter	Packaging from imported/ domestically fabricated Bare LED Die, subject to the condition that the Bare LED Die shall be domestically fabricated using imported/ domestically manufactured inputs.
Driving Electronics	Domestic assembly from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components (excluding the value of bare PCB) used in the assembly of "Driving Electronics" will be minimum 30% of the total value of parts and components used in the manufacture of "Driving Electronics".
Bare PCB including MCPCB	Domestically manufactured using imported/ domestically manufactured inputs.
Heat Sink or Thermal Management Solutions	Domestically manufactured using imported/ domestically manufactured inputs.
Secondary Optics	Domestically manufactured using imported/ domestically manufactured inputs.
System Fixture and Fitting	Domestically manufactured.
Final Assembly/ Testing	Domestically assembled/ tested meeting Indian Standards as notified from time to time.

4.9 Biometric Access Control/Authentication Devices

(A) Definition:

For the purpose of this Notification, Biometric Access Control/ Authentication Device shall include *inter-alia* a Finger Print Sensor/ Iris Sensor, Controller Module and Power supply. It may or may not contain a display unit. Some of the applications of Biometric Access Control/ Authentication Device are Physical access control, Time and Attendance control etc.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Biometric Access Control/ Authentication Device would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Biometric Access Control/ Authentication Device	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
Finger Print Sensor/ Iris Sensor	Domestically manufactured as notified (refer Paragraphs 4.10 and 4.11).
Main PCB (Controller Module)	Domestic assembly and testing from imported / domestically manufactured parts and components, excluding the value of bare PCB.
Bare PCB	Domestically manufactured from imported / domestically manufactured inputs.
Power Supply/ Battery(if separate)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Display Unit	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Optional features such as Camera, Keyboard, RFID, Smart Card Reader, GPRS Module, Wi-Fi, Blue Tooth etc.	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Plastic Housing	Domestically manufactured from imported/ domestically manufactured inputs.
USB Cables	Domestically manufactured from imported/ domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

4.10 <u>Biometric Finger Print Sensors</u>

(A) Definition:

For the purpose of this Notification, Biometric Finger Print Sensor consists of a Controller Module, CMOS Sensor and Optics. The applications of the Biometric Finger Print Sensor are personal identification and verification, etc.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Biometric Finger Print Sensor would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Biometric Finger Print Sensor	**Value addition/local required for the input to be classified as domestic BOM**
1	**2**
Main PCB (Controller Module)	Domestic assembly and testing using imported / domestically manufactured parts and components, excluding the value of bare PCB.

Optics	Domestically manufactured from imported / domestically manufactured inputs.
CMOS Sensor	Domestic assembly, packaging and testing of CMOS Sensor using imported/ domestically manufactured inputs*.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Plastic Housing	Domestically manufactured from imported / domestically manufactured inputs.
USB Cables	Domestically manufactured from imported / domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.11 Biometric Iris Sensors

(A) Definition:

For the purpose of this Notification, Biometric Iris Sensor consists of a Controller Module, CMOS Sensor and Optics. The applications of the Biometric Iris Sensor are personal identification and verification, etc.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Biometric Iris Sensor would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Biometric Iris Sensor	**Value addition/local content required for the input to be classified as domestic BOM**
1	**2**
Main PCB (Controller Module)	Domestic assembly and testing using imported / domestically manufactured parts and components except value of bare PCB.
Optics	Domestically manufactured from imported/ domestically manufactured inputs.
CMOS Sensor	Domestic assembly, packaging and testing of CMOS Sensor using imported/ domestically manufactured inputs*.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Plastic Housing	Domestically manufactured from imported/ domestically manufactured inputs.
USB Cables	Domestically manufactured from imported/ domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

**This shall be reviewed when the Semiconductor Fab in India is operational.*

4.12 Servers

(A) Definition:

For the purpose of this Notification, a Server shall necessarily consist of a Mother Board, CPU, Memory (RAM), Hard Disk Drive (HDD)/ Solid State Storage Drive (SSD), Power Supply Unit (SMPS), Chassis, Connecting Cables and Firmware & OS.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Server would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Server	**Value addition /local content required for the input to be classified as domestic BOM**
1	**2**
Server Board/ Mother Board and CPU(s)/ GPU(s)	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU(s)/ GPU(s)** and excluding the value of bare PCB.
Memory Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive/ Solid State Storage Drive (SSD)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Cabinet + SMPS	Domestically manufactured Cabinet and domestic assembly and testing of SMPS from imported / domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 25% (of the total value of parts and components used in the manufacture of "SMPS").
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Accessories (Power Cables, Connectors, etc.)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
(i) Final Assembly and Testing (ii) Design and Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU(s)/ processor(s), parts/ components on the bare PCB using the SMT process should mandatorily be done in India*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.13 Cellular Mobile Phones

(A) Definition:

For the purpose of this Notification, a Cellular Mobile Phone (Feature Phone or Smart Phone) shall necessarily consist of a Main Printed Circuit Board (PCB), Battery Pack, Display Unit, Key Pad/ Touch Panel, Charger/ Adapter, Microphone & Receiver, Vibrator Motor/ Ringer and Mechanics.

(B) Mechanism for calculation of local content:

The domestic BOM of Cellular Mobile Phones would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Cellular Mobile Phone	**Value addition/ local content required for the input to be classified as domestic BOM**
1	**2**
Main PCB*	Domestic assembly and testing from imported/ domestically manufactured parts and components including Processor and Semiconductor** BOM (i.e the Semiconductor Chips and Modules on Main PCB), and excluding value of bare PCB.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Battery Pack	Domestic assembly and testing of imported/ domestically manufactured inputs.
Charger/ Adapter	Domestic assembly and testing from imported/ domestically manufactured inputs.
Wired Headset	Domestic assembly and testing from imported/ domestically manufactured inputs.
Mechanics***	Domestic assembly and testing from imported/ domestically manufactured inputs.
Die Cut Parts***	Domestic assembly and testing from imported/ domestically manufactured inputs.
Microphone and Receiver	Domestic assembly and testing from imported/ domestically manufactured inputs.
Key Pad	Domestic assembly and testing from imported/ domestically manufactured inputs
USB Cable	Domestic assembly and testing from imported/ domestically manufactured inputs.
Camera Module	Domestic assembly and testing from imported/ domestically manufactured inputs.
Connectors	Domestic assembly and testing from imported/ domestically manufactured inputs.
Display Unit	Domestic assembly and testing from imported/ domestically manufactured inputs.
Touch Panel/ Cover Glass Assembly	Domestic assembly and testing from imported/ domestically manufactured inputs.
Vibrator Motor/ Ringer	Domestic assembly and testing from imported/ domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design and Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the processor/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational*

****Refer Annexure*

5. The Notification comes into effect immediately. This Notification shall remain valid till the revised Notification is issued.

6. No Electronic Product Notification under the Public Procurement (Preference to Make in India) Order 2017 shall have retrospective effect.

7. Purchase Preference shall be provided as per the provisions cited in the Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020 for the procurement of aforesaid electronics products.

8. The notification would also be applicable to all Central Schemes (CS)/ Central Sector Schemes (CSS) for the procurement of electronic products made by States and local bodies, if project or scheme is fully or partially funded by Government of India.

9. Procedure for calculating local content/ domestic value addition

9.1 Bill of Material sourced from domestic manufacturers (Dom-BOM) may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. 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.

b. 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.

c. 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.

9.2 Total Bill of Material (Total-BOM) may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. 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).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

9.3 The percentage of domestic value-addition may be calculated based on information furnished as per the following formula:

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

It is recommended that each agency 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.

10. Verification of local content/ Domestic Value Addition

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

b. In cases of procurement for a value in excess of Rs. 10 crore, 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.

c. In case a complaint is received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/ domestic value addition in an electronic product, the same shall be referred to STQC.

d. Any complaint referred to STQC shall be disposed of within 4 weeks. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to STQC. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim.

e. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured electronic products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

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

11. MeitY shall be the Nodal Ministry to monitor the implementation of the Electronic Products Notification.

12. In case of a question whether an item being procured is an electronic product to be covered under the Public Procurement (Preference to Make in India) Order 2017, the matter would be referred to the Ministry of Electronics and Information Technology for clarification.

SAURABH GAUR, Jt. Secy.

Annexure

Indicative List of Mechanics and Die Cut Parts

A. Mechanics

1. Battery Cover (HS 39209999)
2. Front Cover (HS 39209999)
3. Front Cover (With Zinc Casting) (HS 39209999)
4. Middle Cover (HS 39209999)
5. GSM Antenna/ Antenna of any technology (HS 39209999)
6. Side Key (HS 85389000)
7. Main Lens (HS 39209999)
8. Camera Lens (HS 39209999)
9. Screw (HS 73181500)
10. Mic Rubber Case (HS 40169990)
11. Sensor Rubber Case/ Sealing Gasket including sealing gaskets/ cases from Rubbers like SBR, EPDM, CR, CS, Silicone and all other individual rubbers or combination/ combinations of rubbers (HS 40 169990)
    - 11.1 PU Case/ Sealing Gasket (HS 39269091) - Other articles of Polyurethane foam like sealing gaskets/ cases.
    - 11.2 Sealing Gaskets/ Cases from PE, PP, EPS, PC and all other individual polymers or combination/ combinations of polymers (HS 39269099)
12. SIM Socket/ Other Mechanical items (Metal) (HS 73269099)
13. SIM Socket/ Other Mechanical items (Plastic) (HS 39269099)
14. Back Cover (HS 39209999)

B. Die Cut Parts

1. Conductive Cloth (HS 39269099)
2. Heat Dissipation Sticker Battery Cover (HS 39199090)
3. Sticker-Battery Slot (HS 39199090)
4. Protective Film for Main Lens (HS 39199090)
5. Mylar for LCD FPC (HS 39199090)
6. LCD Conductive Foam (HS 39269099)
7. Film-Front Flash (HS 39199090)
8. LCD Foam (HS 39269099)
9. BT Foam (HS 39269099)

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भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY

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

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PUBLISHED BY AUTHORITY

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No. 4417] NEW DELHI, THURSDAY, OCTOBER 19, 2023/ASVINA 27, 1945

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आईपीएचडब्ल्यू डिवीजन)

अधिसूचना

नई दिल्ली, 12 अक्तूबर, 2023

विषय: दिनांक 07.09.2020 के इलेक्ट्रॉनिक उत्पाद अधिसूचना फ़ा.सं.डब्ल्यू-43/4/2019-आईपीएचडब्ल्यू-एमईआईटीवाई के खंड संख्या 4.12 (सर्वर) में संशोधन संबंधी।

का.आ. 4591(अ).—दिनांक 15.06.2017 के उद्योग और आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) सार्वजनिक खरीद (मेक इन इंडिया को वरीयता) आदेश 2017 जिसे दिनांक 28.05.2018, 29.05.2019, 04.06.2020 और 16.09.2020 के आदेशों द्वारा यथा संशोधित किया गया, को आगे बढ़ाते हुए दिनांक 07.09.2020 की इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय (एमईआईटीवाई) की राजपत्र अधिसूचना फा.सं. डब्लयु-43/4/2049-आईपीएचडब्ल्यु-एमईआईटीवाई के द्वारा इलेक्ट्रॉनिक उत्पादों को अधिसूचित किया गया था।

2. सर्वर के मामले में, खंड 4.12 (ख): स्थानीय सामग्री की गणना के लिए तंत्र को निम्नानुसार संशोधित किया गया है और यह तत्काल प्रभाव से लागू होगा:

Page 155 of 747 : C213-001-PA-MR-5010-03-RFO : Rev. A

स्थानीय सामग्री की गणना के लिए संशोधित तंत्र:

सर्वर की घरेलू सामग्री बिल (बीओएम) निम्नलिखित तालिका के कॉलम 1 में विनिर्दिष्ट मुख्य इनपुट की लागत के योग के बराबर होगा, बशर्ते कि इनपुट अलग-अलग रूप से तालिका के कॉलम 2 में विनिर्दिष्ट मूल्य वर्धन आवश्यकता को पूरा करें। हालांकि, 'एड ऑन कंट्रोलर' के कुल मूल्य का वेटेज **सर्वर** के कुल बीओएम के **3%** से अधिक नहीं होगा।

बीओएम के प्रमुख इनपुट/ सर्वर के विनिर्माण के लिए चरण	**मूल्य वर्धन/इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए अपेक्षित स्थानीय सामग्री**
1	2
सर्वर बोर्ड/मदर बोर्ड और सीपीयू(एस)/जीपीयू(एस)	सेमीकंडक्टर्स** और सीपीयू (एस) / जीपीयू (एस)** को शामिल करके" और बेअर पीसीबी के मूल्य को छोड़कर आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू पीसीबी असेंबली* और परीक्षण
मेमोरी मॉड्यूल	पीसीबी असेंबली* और बेअर पीसीबी के मूल्य को छोड़कर, आयातित/घरेलू स्तर पर विनिर्मित बेअर पीसीबी पर आयातित/घरेलू स्तर पर विनिर्मित मेमोरी चिप्स** और कलपुर्जों/संघटको से घरेलू परीक्षण।
हार्ड डिस्क ड्राइव/ सॉलिड स्टेट स्टोरेज ड्राइव (एसएसडी)	आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू असेंबली और परीक्षण।
कैबिनेट + एसएमपीएस	आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू रूप से घरेलू स्तर पर विनिर्मित कैबिनेट और एसएमपीएस का घरेलू असेंबली और परीक्षण, इस शर्त के अध्यधीन कि "एसएमपीएस" की असेंबली में उपयोग किए गए घरेलू स्तर पर विनिर्मित भागों और संघटकों का मूल्य न्यूनतम 25% होगा ("एसएमपीएस " के विनिर्माण में उपयोग किए जाने वाले भागों और संघटकों का कुल मूल्य)
बेयर पीसीबी	आयातित/घरेलू विनिर्मित इनपुट से घरेलू स्तर पर विनिर्मित
सहायक उपकरण (पावर केबल, कनेक्टर, आदि)	आयातित/घरेलू स्तर पर विनिर्मित भागों और संघटकों से घरेलू असेंबली और परीक्षण।
ऐड-ऑन कंट्रोलर I. आरएआईडी कंट्रोलर/एडाप्टर II. नेटवर्क इंटरफ़ेस कंट्रोलर	पीसीबी असेंबली* और बेअर पीसीबी के मूल्य को छोड़कर, आयातित/घरेलू स्तर पर विनिर्मित बेअर पीसीबी पर आयातित/घरेलू स्तर पर विनिर्मित चिप्स** और कलपुर्जों/संघटको से घरेलू परीक्षण।
(i) फाइनल असेंबली और टेस्टिंग (ii) डिजाइन और विकास	(i) घरेलू स्तर पर असेम्बल/परीक्षित और (ii) उपरोक्त आइटमों में से किसी आइटम के लिए बौद्धिक सम्पदा (आईपी) अधिकार रखने वाला व्यक्ति भारत का निवासी हो । उपरोक्त आइटमों में से किसी आइटम के लिए भारत में (आईपी) निवासी के मूल्य को घरेलू बीओएम में उसके मूल्य से घटाया जाएगा।

** यह आवश्यक है कि सीपीयू (एस)/जीपीयू (एस)/प्रोसेसर (एस) के प्रिंटेड सर्किट बोर्ड असेंबली (पीसीबीए), एसएमटी प्रक्रिया का उपयोग कर बेयर पीसीबी पर भागों/संघटकों को अनिवार्य **रूप से** भारत में किया जाना चाहिए।*

*** भारत में सेमीकंडक्टर फैब चालू होने पर इसकी समीक्षा की जाएगी।*

3. दिनांक 07.09.2020 की एमईआईटीवाई की राजपत्र अधिसूचना फ़ा.सं.डब्ल्यू-43/4/2019-आईपीएचडब्ल्यू-एमईआईटीवाई के अन्य सभी नियम और शर्तें अपरिवर्तित रहेंगी।

[फा. सं. डब्ल्यू-43/4/2019-आईपीएचडब्ल्यू-एमईआईटीवाई]

आशा नांगिया, समूह समन्वयक और वैज्ञानिक 'जी'

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW Division)

NOTIFICATION

New Delhi, the 12th October, 2023

Subject: Amendment to Electronic Products Notification F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020 w.r.t. Clause No. 4.12 (Servers) – reg.

S.O. 4591(E).— Electronic Products were notified vide Ministry of Electronics and Information Technology (MeitY) Gazette Notification F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020, in furtherance of the Department for Promotion of Industry and Internal Trade (DPIIT) Public Procurement (Preference to Make in India) Order 2017 dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020.

2. In case of Servers, Clause 4.12 (B): Mechanism for calculation of local content is amended as under and will be applicable with immediate effect:

Revised Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of **Server** would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table. However, the weightage of total value of 'Add on Controller' shall not exceed **3%** of the total BOM of the **Server**.

Main inputs in BOM/ stages for manufacture of Server	**Value addition /local content required for the input to be classified as domestic BOM**
1	2
Server Board/ Mother Board and CPU(s)/ GPU(s)	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU(s)/ GPU(s)** and excluding the value of bare PCB.
Memory Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive/ Solid State Storage Drive (SSD)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Cabinet + SMPS	Domestically manufactured Cabinet and domestic assembly and testing of SMPS from imported / domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 25% (of the total value of parts and components used in the manufacture of "SMPS").
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Accessories (Power Cables, Connectors, etc.)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Add-on Controllers i. RAID Controller/Adapter	Domestic PCB Assembly* and testing from imported/ domestically manufactured chips** and parts/ components on imported/ domestically

ii. Network Interface Controllers	manufactured bare PCB, excluding the value of bare PCB.
(i) Final Assembly and Testing (ii) Design and Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU(s)/ processor(s), parts/ components on the bare PCB using the SMT process should **mandatorily** be done in India*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

3. All other terms and conditions of MeitY Gazette Notification F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020 remain unchanged.

[F. No. W-43/4/2019-IPHW-MeitY]

ASHA NANGIA, Group Coordinator & Scientist 'G'

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and Published by the Controller of Publications, Delhi-110054.

No. 13(7)/2022-EG-II
Government of India
Ministry of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex, New Delhi-110003.

Dated: 17.08.2022

OFFICE MEMORANDUM

Subject: Exemption from Public Procurement (Preference to Make in India) Clause for procurement of various items – regarding

This has reference to the request made by the Unique Identification Authority of India (UIDAI), vide letter no. T-11014/07/2017-Tech/87 dated 07.06.2022, for seeking exemption from Public Procurement (Preference to Make in India) Clause for procurement of various information security tools/items.

2. The items requested by UIDAI for exemption along with their justification for exemption are listed in the table at **Annexure-1** (08 Items).

3. In this regard, the Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

4. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 [PPP-MII Order 2017], Ministry of Electronics and Information Technology (MeitY) has notified the mechanism for calculation of local content for 13 Electronic Products vide Electronic Products Notification vide F.No.43/4/2019-IPHW-MeitY dated 07.09.2020; and Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products vide Notification No.1(10)/2017-CLES dated 06.12.2019.

5. In this regard, the undersigned is directed to convey the approval of Hon'ble Minister of Electronics and Information Technology for exemption from Public Procurement (Preference to Make in India) for procurement of the items requested by UIDAI (refer **Annexure-1**) as per Clause 14 of the Public Procurement (Preference to Make in India) Order 2017 notified vide DPIIT File No. P-45021/2/2017-B.E.-II dated 16.09.2020 with following conditions:

i. UIDAI will do a thorough check on Government e-Marketplace (GeM) for availability of the aforesaid items / services as per PPP-MII Order 2017 conditions before going for the exempted category of procurement.

Dir (IS) 20 Aug 22
DDG (IS) 23/8
Dhawan 24/8/22
846/CEO/UIDAI 17/8/22
149/DDG (ES & Eng.)/UIDAI 22/08/2022
DD/S
SO/IS

ii. Exemption shall be given for a maximum period of one year which may be reviewed any time after completion of six months.

iii. UIDAI shall adhere to the PPP-MII Order 2017 issued by DPIIT and the Electronic Products & Cyber Security Products Notifications issued by MeitY, as amended from time to time.

iv. Adherence to all codal formalities as per the provisions of General Financial Rules-2017, and Department of Expenditure and central Vigilance Commission's guidelines.

(D. K. Sagar)
Joint Director

Encl: As above.

To:

1. The Chief Executive Officer, UIDAI, Bangla Sahib Road, New Delhi.

2. The Secretary, DPIIT & Chairman, Standing Committee on PPP-MII Order 2017, New Delhi.

3. Group Coordinator (UIDAI), Ministry of Electronics and Information Technology, New Delhi.

Annexure-1

List of various hardware and software items requested by UIDAI for Exemption of Make in India (MII) clause for procurement through GeM			
SL. No.	**ICT Item Categories**	**Item Details**	**Justification for MII Exemption**
1	Network Intrusion Prevention system **(NIPS)**	Network Intrusion Prevention system works by examining incoming/outgoing traffic for intrusions, vulnerabilities, exploits and provides remediation to protect network servers and applications. IPS provides holistic view of intrusions across the network through a single dashboard (existing IPS manager) where it stores vulnerability patches and signatures in single storage which can be pushed to all the IPS sensors across the network. The IPS managers can be utilized as to troubleshoot customer/ network issues related to IPS. In the present setup the Data Centre has IPS Solutions of McAfee.	1. At present there is no OEM manufacturing this class of equipment in India. 2. Network Intrusion preventions works on signature based technology for basic solution coverage and hence it needs global and deep experience to have signature coverage for all latest attack patterns to provide efficient solution which is currently not available in India.

No. IV-24011/22/2020-Prov-I/270.
Government of India
Ministry of Home Affairs
Police Modernization Division
Prov-III Desk

26, Man Singh Road,
Jaisalmer House, New Delhi
Dated the 26 April, 2024.

Office Memorandum

Subject : Forwarding of MeitY's communications regarding CCTVs.

(i) Notification dated 06 March, 2024 on the amendments to Public Procurement Order (PPO)-2017 for CCTV/Video Surveillance Systems,
(ii) Amendment notification dated 09 April, 2024 to the "Electronics and information Technology Goods (Requirement of Compulsory Registration) Order, 2021
(iii) Advisory dated 11 March, 2024 on the Threat of Information through CCTV/Video Surveillance system."

The undersigned is directed to say that Ministry of Electronics and Information Technology has notified amendment to Public Procurement (Preference to Make in India) Order 2017 for CCTV/Video Surveillance System for Security and furtherance of the order vide Gazette Notification dated 6th March, 2024 (copy enclosed). MeitY has also issued amendment notification dated 09 April, 2024 to the "Electronics and Information Technology Goods (Requirement of Compulsory Registration) Order, 2021" for the security of a CCTV system (copy enclosed).

2. All Government agencies are advised that henceforth they may procure their CCTVs and allied solutions and hardware on the basis of the Public Procurement Order-2017 and ensure the security of CCTV systems as mentioned in the above said notifications.

3. Further, MeitY has issued Advisory vide O.M. dated W-43/11/2021-IPHW dated 11 Mar, 2024 (copy enclosed) on the Threat of Information through CCTV/Video Surveillance System (VSS)/Digital Video Recorders/Network Video Recorders. All Government agencies are advised to adhere to the guidelines outlined within the ambit of the Public Procurement Orders to safeguard the overall security and integrity of CCTV Cameras and IoT Devices.

Encl:A/a

26/04/24

(Anuj Kumar)
2IC (Prov.)
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To:

1. Chief Secretaries of all States.
2. Administrators of all UTs.
3. Commissioner of Police, Delhi.
4. Directors : CBI, IB, SVP NPA-Hyderabad, NEPA-Shillong, NCRB, NICFS.
5. DsG : AR, BSF, BPR&D, CISF, CRPF, ITBP, NDRF, NSG, SSB & NIA

Internal:

1. All Divisional Heads, MHA.
2. SO(IT) with the request to upload the OM on MHA's website.
3. Director (Procurement)/Director (PM-I & II).
4. US (Prov-I)/US(Prov-II).

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
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EXTRAORDINARY

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

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इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आईपीएचडब्ल्यू प्रभाग)

अधिसूचना

नई दिल्ली, 6 मार्च, 2024

विषय: सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 के अनुक्रम में सुरक्षा के लिए क्लोज्ड सर्किट टेलीविजन (सीसीटीवी)/वीडियो निगरानी प्रणाली को अधिसूचित करना

सन्दर्भ:

(i) उद्योग और आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) के दिनांक 28.05.2018, 29.05.2019 और 04.06.2020 के आदेशों के जरिए यथासंशोधित आदेश संख्या पी-45021/2/2017-बीई-II दिनांक 15.06.2017

(ii) इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय (एमईआईटीवाई) की दिनांक 07.09.2020 की इलेक्ट्रॉनिक उत्पाद अधिसूचना सं. डब्ल्यू-43/4/2019-आईपीएचडब्ल्यू-एमईआईटीवाई

का.आ. 1119(अ).—सरकार ने 'मेक इन इंडिया' को प्रोत्साहित करने और आय और रोजगार बढ़ाने के उद्देश्य से भारत में वस्तुओं और सेवाओं के विनिर्माण और उत्पादन को बढ़ावा देने के लिए उद्योग और आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) के दिनांक **28.05.2018, 29.05.2019 और 04.06.2020 के आदेशों के जरिए यथासंशोधित आदेश संख्या पी-45021/2/2017-बीई-II दिनांक 15.06.2017 के तहत सार्वजनिक क्रय (मेक इन इंडिया वरीयता) आदेश, 2017 जारी किया है।**

2. उपर्युक्त संदर्भ के जरिये अधिसूचित सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 [पीपीपी-एमआईआई आदेश 2017] के अनुक्रम में इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय (एमईआईटीवाई) एतद्वारा अधिसूचित करता है कि समय-समय पर संशोधित पूर्वोक्त आदेश के अनुसार स्थानीय रूप से विनिर्मित इलेक्ट्रॉनिक उत्पादों को सभी क्रय संस्थाओं द्वारा वरीयता प्रदान की जाएगी।

3. इस अधिसूचना के उद्देश्य से :

3.1 श्रेणी- I स्थानीय आपूर्तिकर्ता, श्रेणी-II स्थानीय आपूर्तिकर्ता और गैर-स्थानीय आपूर्तिकर्ता की परिभाषा दिनांक 16.09.2020 के डीपीआईआईटी पीपीपी-एमआईआई आदेश 2017 संख्या समय-समय पर यथा संशोधित पी-45021/2/2017-पीपी(बीई-II) के पैराग्राफ 2 के अनुसार होगी।, । इस अधिसूचना में प्रत्येक अधिसूचित इलेक्ट्रॉनिक उत्पाद के लिए स्थानीय सामग्री की गणना के लिए तंत्र निर्धारित किया गया है।

3.2 समय-समय पर यथासंशोधित दिनांक 16.09.2020 के डीपीआईआईटी पीपीपी-एमआईआई आदेश 2017 सं. पी-45021/2/2017-पीपी(बीई-II) के पैराग्राफ 3 क को खरीद के प्रतिशत के लिए संदर्भित किया जाएगा, जिसके लिए घरेलू रूप से निर्मित इलेक्ट्रॉनिक उत्पादों को वरीयता प्रदान की जानी है (मूल्य के संदर्भ में)।

4. वीडियो निगरानी प्रणाली के निम्नलिखित इलेक्ट्रॉनिक उत्पादों को सार्वजनिक खरीद (मेक इन इंडिया को वरीयता) आदेश 2017 के तहत अधिसूचित किया गया है:

4.1 वीडियो निगरानी प्रणाली

परिभाषा:

इस अधिसूचना के प्रयोजन के लिए, वीडियो निगरानी प्रणाली आमतौर पर एक प्रणाली है जिसमें *अन्य बातों के साथ-साथ* निम्नलिखित शामिल हैं: (i) क्लोज्ड सर्किट टेलीविजन (सीसीटीवी) कैमरा (एनालॉग/आईपी/एनालॉग स्पीड डोम/आईपी स्पीड डोम), (ii) डिजिटल वीडियो रिकॉर्डर (डीवीआर)/नेटवर्क वीडियो रिकॉर्डर (एनवीआर)। सुरक्षा और वीडियो निगरानी प्रणाली के कुछ अनुप्रयोग शहरों, स्कूलों, बैंकों, सरकारी कार्यालयों, सार्वजनिक स्थानों, यातायात निगरानी और गृह सुरक्षा आदि की निगरानी हैं।

4.2 सीसीटीवी कैमरा (एनालॉग) की स्थानीय सामग्री की गणना के लिए तंत्र:

सीसीटीवी कैमरा (एनालॉग) का घरेलू बीओएम निम्नलिखित तालिका के कॉलम 1 में यथा निर्दिष्ट मुख्य इनपुट की लागत का योग होगा, बशर्ते इनपुट व्यक्तिगत रूप से तालिका के कॉलम 2 में निर्दिष्ट मूल्य संवर्धन आवश्यकता को पूरा करते हों:

क्रम सं.	बीओएम में मुख्य इनपुट / सीसीटीवी कैमरा (एनालॉग) के निर्माण के लिए चरण	इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए अपेक्षित मूल्य संवर्धन/स्थानीय सामग्री
	(1)	(2)
1.0	मुख्य पीसीबी*	सेमीकंडक्टर के मूल्य सहित ** और बेयर पीसीबी के मूल्य को छोड़कर घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण,. हालांकि, वैकल्पिक बोर्डों के साथ/इसके बिना मुख्य पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एनालॉग) के कुल बीओएम के 10% से अधिक नहीं होगा
(i)	आई /ओ बोर्ड (वैकल्पिक)	
(ii)	इन्फ्रारेड (आईआर) बोर्ड (वैकल्पिक)	
(iii)	नियंत्रण बोर्ड (वैकल्पिक)	
2.0	बेयर पीसीबी	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एनालॉग) के कुल बीओएम के 5% से अधिक नहीं होगा
3.0	ऑप्टिक्स	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एनालॉग) के कुल बीओएम के 10% से अधिक नहीं होगा
4.0	इन-हाउस आर एंड डी #	घरेलू/इन हाउस आर एंड डी में स्वयं अपने संसाधन/विशेषज्ञता का उपयोग कर नये उत्पादों, प्रक्रियाओं, प्रौद्योगिकीयों या समाधानों के विकास के लिए वैज्ञानिक अनुसंधान, प्रयोग, प्रोटोटाइपिंग और परीक्षण अथवा भारत में वैज्ञानिक और औद्योगिक अनुसंधान विभाग (डीएसआईआर) के साथ पंजीकृत आर एंड डी इकाई के साथ कानूनी अनुबंध शामिल है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।

		2023-24 & 2024-25	2025-26	2026-27 के बाद
		7%	10%	12%
5.0	इन-हाउस डिजाइन/आईपीआर #	घरेलू/इन हाउस डिज़ाइनिंग में संगठन के अपने संसाधन/विषेशज्ञता का प्रयोग कर अपनी फैसिलिटी में ही डिज़ाइन पद्धतियों सेवाओं या समाधानों की प्रक्रिया अथवा भारत में तृतीय पक्षकार के साथ कानूनी अनुबंध शामिल हैं। भारत में बौद्धिक संपदा अधिकार (आईपीआर) के तहत कोई भी पेटेंट, ट्रेडमार्क, कॉपीराइट और व्यापार रहस्य उनकी रचनाओं या आविष्कारों के डिजाइन के पक्ष में कानूनी स्वामित्व स्थापित करता है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।		
		2023-24 & 2024-25	2025-26	2026-27 के बाद
		7%	10%	12%
6.0	हाउसिंग (प्लास्टिक/एल्यूमीनियम/एमएस) और कैमरा माउंट	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से विनिर्माण । हाउसिंग और कैमरा माउंट के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एनालॉग) के कुल बीओएम के 15% से अधिक नहीं होगा।		
7.0	कनेक्टिंग केबल्स और कनेक्टर्स	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। कनेक्टिंग केबल्स और कनेक्टर्स के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एनालॉग) के कुल बीओएम के 5% से अधिक नहीं होगा।		
8.0	अंतिम असेम्बली और परीक्षण	समय-समय पर अधिसूचित भारतीय मानकों को पूरा करने वाले घरेलू रूप से असेम्बल / परीक्षित. अंतिम संयोजन और परीक्षण के कुल मूल्य का वेटेज सीसीटीवी कैमरे के कुल बीओएम के 10% से अधिक नहीं होगा		

** यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करके बेयर पीसीबी पर कलपुर्जो और संघटकों के मुद्रित सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

*** भारत में सेमीकंडक्टर एफएबी के चालू होने पर इसकी समीक्षा की जाएगी।*

आवेदक संबंधित वित्तीय वर्ष के लिए नीचे दी गई तालिका में उल्लिखित न्यूनतम मूल्यवर्धन/स्थानीय सामग्री को पूरा करके मूल्य संवर्धन/स्थानीय सामग्री की गणना के लिए संबंधित वित्तीय वर्ष में क्रम संख्या 4.0 (इन-हाउस आर एंड डी) और क्रम संख्या 5.0 (इन-हाउस डिजाइन/आईपीआर) का लाभ उठाने के लिए पात्र होगा.

वित्तीय वर्ष	**2023-24 & 2024-25**	**2025-26**	**2026-27 के बाद**
आवश्यक के रूप में न्यूनतम मूल्य संवर्धन/स्थानीय सामग्री (क्रम सं. 1.0) मुख्य पीसीबी और (क्रम सं.8.0) अंतिम असेंबली और परीक्षण और अन्य वैकल्पिक के रूप में	25%	35%	45%

4.3 सीसीटीवी कैमरा (आईपी) की स्थानीय सामग्री की गणना के लिए तंत्र:

सीसीटीवी कैमरा (आईपी) का घरेलू बीओएम निम्नलिखित तालिका के कॉलम 1 में यथा निर्दिष्ट मुख्य इनपुट की लागत का योग होगा, बशर्ते इनपुट व्यक्तिगत रूप से तालिका के कॉलम 2 में निर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करते हों:

क्रम सं.	**बीओएम में मुख्य इनपुट / सीसीटीवी कैमरा (आईपी) के निर्माण के लिए चरण**	**इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए आवश्यक मूल्य संवर्धन/स्थानीय सामग्री**
	(1)	**(2)**
1.0	मुख्य पीसीबी* कैप्चर और/या प्रोसेसर कार्ड के साथ	सेमीकंडक्टर के मूल्य सहित ** और बेयर पीसीबी के मूल्य को छोड़कर घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण.

<table>
<tr><td>(i)</td><td>नेटवर्क इंटरफेस कार्ड (वैकल्पिक)</td><td rowspan="4">हालांकि, वैकल्पिक बोर्डों के साथ/इनके बिना मुख्य पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 10% से अधिक नहीं होगा</td></tr>
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<tr><td>(iii)</td><td>आई/ओ बोर्ड (वैकल्पिक)</td></tr>
<tr><td>(iv)</td><td>पावर ओवर इथरनेट (पी ओ ई) कार्ड (वैकल्पिक)</td></tr>
<tr><td>2.0</td><td>बेयर पीसीबी</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 5% से अधिक नहीं होगा</td></tr>
<tr><td>3.0</td><td>ऑप्टिक्स</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। प्रकाशिकी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 10% से अधिक नहीं होगा</td></tr>
<tr><td>4.0</td><td>इन-हाउस आर एंड डी #</td><td>घरेलू/इन हाउस आर एंड डी में स्वयं अपने संसाधन/विशेषज्ञता का उपयोग कर नये उत्पादों, प्रक्रियाओं, प्रौद्योगिकीयों या समाधानों के विकास के लिए वैज्ञानिक अनुसंधान, प्रयोग, प्रोटोटाइपिंग और परीक्षण अथवा भारत में वैज्ञानिक और औद्योगिक अनुसंधान विभाग (डीएसआईआर) के साथ पंजीकृत आर एंड डी इकाई के साथ कानूनी अनुबंध शामिल है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
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<tr><td>5.0</td><td>इन-हाउस डिजाइन/आईपीआर #</td><td>घरेलू/इन हाउस डिज़ाइनिंग में संगठन के अपने संसाधन/विषेशज्ञता का प्रयोग कर अपनी फैसिलिटी में ही डिज़ाइन पद्धतियों सेवाओं या समाधानों की प्रक्रिया अथवा भारत में तृतीय पक्षकार के साथ कानूनी अनुबंध शामिल हैं। भारत में बौद्धिक संपदा अधिकार (आईपीआर) के तहत कोई भी पेटेंट, ट्रेडमार्क, कॉपीराइट और व्यापार रहस्य उनकी रचनाओं या आविष्कारों के डिजाइन के पक्ष में कानूनी स्वामित्व स्थापित करता है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
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<tr><td>6.0</td><td>हाउसिंग (प्लास्टिक / एल्यूमीनियम / एमएस) और</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। हाउसिंग और कैमरा माउंट के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 15% से अधिक नहीं होगा।</td></tr>
<tr><td>7.0</td><td>कनेक्टिंग केबल्स और कनेक्टर्स</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। कनेक्टिंग केबल्स और कनेक्टर्स के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 5% से अधिक नहीं होगा।</td></tr>
<tr><td>8.0</td><td>अंतिम असेम्बली और परीक्षण</td><td>समय-समय पर यथा अधिसूचित भारतीय मानकों को पूरा करने वाले घरेलू रूप से असेम्बल / परीक्षित .फाइनल असेंबलिंग और टेस्टिंग के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 10% से अधिक नहीं होगा.</td></tr>
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** यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करके बेयर पीसीबी पर कलपुर्जो और संघटकों की मुद्रित सर्किट बोर्ड असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

***भारत में सेमीकंडक्टर एफएबी के चालू होने पर इसकी समीक्षा की जाएगी।# आवेदक संबंधित वित्तीय वर्ष के लिए नीचे दी गई तालिका में उल्लिखित न्यूनतम मूल्यवर्धन/स्थानीय सामग्री को पूरा करके मूल्य संवर्धन/स्थानीय सामग्री की गणना के लिए संबंधित वित्तीय वर्ष में क्रम संख्या 4.0 (इन-हाउस आर एंड डी) और क्रम संख्या 5.0 (इन-हाउस डिजाइन/आईपीआर) का लाभ उठाने के लिए पात्र होगा.*

वित्तीय वर्ष	2023-24 & 2024-25	2025-26	2026-27 के बाद
आवश्यक के रूप में न्यूनतम मूल्य संवर्धन/स्थानीय सामग्री (क्रम सं. 1.0) मुख्य पीसीबी और (क्रम सं.8.0) अंतिम असेंबली और परीक्षण और अन्य वैकल्पिक के रूप में	25%	35%	45%

4.4 सीसीटीवी कैमरा (एनालॉग स्पीड डोम) की स्थानीय सामग्री की गणना के लिए तंत्र:

सीसीटीवी कैमरा (एनालॉग स्पीड डोम) का घरेलू बीओएम निम्नलिखित तालिका के कॉलम 1 में यथा निर्दिष्ट मुख्य इनपुट की लागत का योग होगा, बशर्ते इनपुट व्यक्तिगत रूप से तालिका के कॉलम 2 में निर्दिष्ट मूल्य संवर्धन आवश्यकता को पूरा करते हों:

<table>
<tr><th>क्रम सं.</th><th>बीओएम में मुख्य इनपुट / सीसीटीवी कैमरा (एनालॉग स्पीड डोम) के निर्माण के लिए चरण</th><th>इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए आवश्यक मूल्य संवर्धन</th></tr>
<tr><td></td><td>(1)</td><td>(2)</td></tr>
<tr><td>1.0</td><td>मुख्य नियंत्रक बोर्ड*</td><td rowspan="3">सेमीकंडक्टर के मूल्य सहित ** और बेयर पीसीबी के मूल्य को छोड़कर घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण. हालांकि, वैकल्पिक बोर्डों के साथ/के बिना मुख्य नियंत्रक बोर्ड/मुख्य पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के 10% से अधिक नहीं होगा</td></tr>
<tr><td>(i)</td><td>आई /ओ बोर्ड (वैकल्पिक)</td></tr>
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</table>

	कैमरा माउंट	5% से अधिक नहीं होगा।
6.0	कनेक्टिंग केबल्स और कनेक्टर्स	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। कनेक्टिंग केबल्स और कनेक्टर्स के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा।
7.0	मोटर, हीटर और ब्लोअर, ज़ूम मॉड्यूल, बेल्ट, प्लास्टिक तंत्र भागों, ग्लास आदि	घरेलू रूप से आयातित/घरेलू रूप से निर्मित इनपुट भागों और यांत्रिक घटकों से निर्मित। हालांकि, इन सभी भागों/घटकों के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा
8.0	पावर एडाप्टर	घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से अंतिम असेम्बली और परीक्षण, बशर्ते कि "पावर एडाप्टर" की असेम्बली में इस्तेमाल घरेलू रूप से निर्मित कलपुर्जो और संघटकों का मूल्य न्यूनतम 40%होगा ("पावर एडाप्टर" के निर्माण में इस्तेमाल कलपुर्जो और संघटकों के कुल मूल्य का). हालांकि, "पावर एडॉप्टर" के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा
9.0	अंतिम असेम्बली और परीक्षण	समय-समय पर अधिसूचित भारतीय मानकों को पूरा करने वाले घरेलू रूप से असेम्बल / परीक्षित. अंतिम संयोजन और परीक्षण के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के 10% से अधिक नहीं होगा

** यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करके बेयर पीसीबी पर कलपुर्जो और संघटकों के मुद्रित सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

*** भारत में सेमीकंडक्टर एफएबी के चालू होने पर इसकी समीक्षा की जाएगी।*

आवेदक संबंधित वित्तीय वर्ष के लिए नीचे दी गई तालिका में उल्लिखित न्यूनतम मूल्यवर्धन/स्थानीय सामग्री को पूरा करके मूल्य संवर्धन/स्थानीय सामग्री की गणना के लिए संबंधित वित्तीय वर्ष में क्रम संख्या 3.0 (इन-हाउस आर एंड डी) और क्रम संख्या 4.0 (इन-हाउस डिजाइन/आईपीआर) का लाभ उठाने के लिए पात्र होगा.

वित्तीय वर्ष	**2023-24 & 2024-25**	**2025-26**	**2026-27 के बाद**
आवश्यक के रूप में न्यूनतम मूल्य संवर्धन/स्थानीय सामग्री (क्रम सं. 1.0) मुख्य पीसीबी और (क्रम सं.8.0) अंतिम असेंबली और परीक्षण और वैकल्पिक के रूप में अन्य	25%	35%	45%

4.5 सीसीटीवी कैमरा (आईपी स्पीड डोम) की स्थानीय सामग्री की गणना के लिए तंत्र:

सीसीटीवी कैमरा (आईपी स्पीड डोम) का घरेलू बीओएम निम्नलिखित तालिका के कॉलम 1 में निर्दिष्ट मुख्य इनपुट की लागत का योग होगा, बशर्ते इनपुट व्यक्तिगत रूप से तालिका के कॉलम 2 में निर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करते हों:

क्रम सं.	**बीओएम में मुख्य इनपुट / सीसीटीवी कैमरा (आईपी स्पीड डोम) के निर्माण के लिए चरण**	**इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए आवश्यक मूल्य संवर्धन/स्थानीय सामग्री**
	(1)	**(2)**
1.0	मुख्य नियंत्रक बोर्ड*	सेमीकंडक्टर के मूल्य सहित ** और बेयर पीसीबी के मूल्य को छोड़कर घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण. हालांकि, वैकल्पिक बोर्डों के साथ/के बिना मुख्य नियंत्रक बोर्ड के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपीएसडी) के कुल बीओएम के 10% से अधिक नहीं होगा
(I)	आई /ओ बोर्ड (वैकल्पिक)	
(ii)	इन्फ्रारेड (आईआर) बोर्ड (वैकल्पिक)	

<table>
<tr><td>(iii)</td><td>प्रोसेसर कार्ड (वैकल्पिक)</td><td rowspan="3"></td></tr>
<tr><td>(iv)</td><td>नेटवर्क इंटरफेस कार्ड (वैकल्पिक)</td></tr>
<tr><td>(v)</td><td>पावर ओवर इथरनेट (पी ओ ई) कार्ड (वैकल्पिक)</td></tr>
<tr><td>2.0</td><td>बेयर पीसीबी</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपीएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा</td></tr>
<tr><td>3.0</td><td>इन-हाउस आर एंड डी #</td><td>घरेलू/इन हाउस आर एंड डी में स्वयं अपने संसाधन/विशेषज्ञता का उपयोग कर नये उत्पादों, प्रक्रियाओं, प्रौद्योगिकीयों या समाधानों के विकास के लिए वैज्ञानिक अनुसंधान, प्रयोग, प्रोटोटाइपिंग और परीक्षण अथवा भारत में वैज्ञानिक और औद्योगिक अनुसंधान विभाग (डीएसआईआर) के साथ पंजीकृत आर एंड डी इकाई के साथ कानूनी अनुबंध शामिल है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
<table>
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</table>
</td></tr>
<tr><td>4.0</td><td>इन-हाउस डिजाइन/आईपीआर #</td><td>घरेलू/इन हाउस डिज़ाइनिंग में संगठन के अपने संसाधन/विषेशज्ञता का प्रयोग कर अपनी फैसिलिटी में ही डिज़ाइन पद्धतियों सेवाओं या समाधानों की प्रक्रिया अथवा भारत में तृतीय पक्षकार के साथ कानूनी अनुबंध शामिल हैं। भारत में बौद्धिक संपदा अधिकार (आईपीआर) के तहत कोई भी पेटेंट, ट्रेडमार्क, कॉपीराइट और व्यापार रहस्य उनकी रचनाओं या आविष्कारों के डिजाइन के पक्ष में कानूनी स्वामित्व स्थापित करता है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
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</table>
</td></tr>
<tr><td>5.0</td><td>हाउसिंग (प्लास्टिक / एल्यूमीनियम / एमएस) और कैमरा माउंट</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। हाउसिंग और कैमरा माउंट के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपीएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा।</td></tr>
<tr><td>6.0</td><td>कनेक्टिंग केबल्स और कनेक्टर्स</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। कनेक्टिंग केबल्स और कनेक्टर्स के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपीएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा।</td></tr>
<tr><td>7.0</td><td>मोटर, हीटर और ब्लोअर, ज़ूम मॉड्यूल, बेल्ट, प्लास्टिक तंत्र भागों, ग्लास आदि</td><td>घरेलू रूप से आयातित/घरेलू रूप से निर्मित इनपुट भागों और यांत्रिक घटकों से निर्मित। तथापि, इन सभी भागों/संघटकों के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपीएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा।</td></tr>
<tr><td>8.0</td><td>पावर एडाप्टर</td><td>घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से अंतिम असेम्बली और परीक्षण, बशर्ते कि "पावर एडाप्टर" की असेम्बली में इस्तेमाल घरेलू रूप से निर्मित कलपुर्जो और संघटकों का मूल्य न्यूनतम 40%होगा ("पावर एडाप्टर" के निर्माण में इस्तेमाल कलपुर्जो और संघटकों के कुल मूल्य का). हालांकि, "पावर एडॉप्टर" के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपीएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा</td></tr>
<tr><td>9.0</td><td>अंतिम असेम्बली और परीक्षण</td><td>समय-समय पर यथाअधिसूचित भारतीय मानकों को पूरा करने वाले घरेलू रूप से असेम्बल /परीक्षित . अंतिम संयोजन और परीक्षण के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपीएसडी) के कुल बीओएम के 10% से अधिक नहीं होगा</td></tr>
</table>

** यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करके बेयर पीसीबी पर कलपुर्जो और संघटकों के मुद्रित सर्किट बोर्ड की असेंबली (पीसीबीए) अनिवार्य रूप से भारत में की जानी चाहिए।*

*** भारत में सेमीकंडक्टर एफएबी के चालू होने पर इसकी समीक्षा की जाएगी।*

आवेदक संबंधित वित्तीय वर्ष के लिए नीचे दी गई तालिका में उल्लिखित न्यूनतम मूल्यवर्धन/स्थानीय सामग्री को पूरा करके मूल्य संवर्धन/स्थानीय सामग्री की गणना के लिए संबंधित वित्तीय वर्ष में क्रम संख्या 3.0 (इन-हाउस आर एंड डी) और क्रम संख्या 4.0 (इन-हाउस डिजाइन/आईपीआर) का लाभ उठाने के लिए पात्र होगा.

वित्तीय वर्ष	2023-24 & 2024-25	2025-26	2026-27 के बाद
आवश्यक के रूप में न्यूनतम मूल्य संवर्धन/स्थानीय सामग्री (क्रम सं. 1.0) मुख्य पीसीबी और (क्रम सं.9.0) अंतिम असेंबली और परीक्षण और अन्य वैकल्पिक के रूप में	25%	35%	45%

4.6 डीवीआर/एनवीआर की स्थानीय सामग्री की गणना के लिए तंत्र:

डीवीआर/एनवीआर का घरेलू बीओएम निम्नलिखित तालिका के कॉलम 1 में यथा निर्दिष्ट मुख्य इनपुट की लागत का योग होगा, बशर्ते इनपुट व्यक्तिगत रूप से तालिका के कॉलम 2 में निर्दिष्ट मूल्यवर्धन आवश्यकता को पूरा करते हों:

<table>
<tr><th>क्रम सं.</th><th>बीओएम में मुख्य इनपुट / डीवीआर/एनवीआर के निर्माण के लिए चरण</th><th>इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए आवश्यक मूल्य संवर्धन/स्थानीय सामग्री</th></tr>
<tr><td></td><td>(1)</td><td>(2)</td></tr>
<tr><td>1.0</td><td>मुख्य पीसीबी*</td><td rowspan="3">सेमीकंडक्टर के मूल्य सहित ** और बेयर पीसीबी के मूल्य को छोड़कर घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण. तथापि, वैकल्पिक बोर्डों के साथ/के बिना मुख्य पीसीबी के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 10 % से अधिक नहीं होगा.</td></tr>
<tr><td>(i)</td><td>फ्रंट पैनल और एलईडी बोर्ड (वैकल्पिक)</td></tr>
<tr><td>(ii)</td><td>आई/ओ बोर्ड (वैकल्पिक)</td></tr>
<tr><td>2.0</td><td>बेयर पीसीबी</td><td>घरेलू रूप से विनिर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (डीवीआर / एनवीआर) के कुल बीओएम के 5% से अधिक नहीं होगा.</td></tr>
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<tr><td>4.0</td><td>इन-हाउस डिजाइन/आईपीआर #</td><td>घरेलू/इन हाउस डिज़ाइनिंग में संगठन के अपने संसाधन/विषेशज्ञता का प्रयोग कर अपनी फैसिलिटी में ही डिज़ाइन पद्धतियों सेवाओं या समाधानों की प्रक्रिया अथवा भारत में तृतीय पक्षकार के साथ कानूनी अनुबंध शामिल हैं। भारत में बौद्धिक संपदा अधिकार (आईपीआर) के तहत कोई भी पेटेंट, ट्रेडमार्क, कॉपीराइट और व्यापार रहस्य उनकी रचनाओं या आविष्कारों के डिजाइन के पक्ष में कानूनी स्वामित्व स्थापित करता है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
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</td></tr>
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		7%	10%	12%
5.0	हाउसिंग (प्लास्टिक / एल्यूमीनियम / एमएस) और कैमरा माउंट	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। आवास और कैमरा माउंट के लिए इनपुट के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 5% से अधिक नहीं होगा।		
6.0	कनेक्टिंग केबल, कनेक्टर्स और यूएसबी माउस	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। कनेक्टिंग केबल, कनेक्टर्स और यूएसबी माउस के लिए इनपुट के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 5% से अधिक नहीं होगा।		
7.0	रिमोट कंट्रोल	घरेलू असेंबली * और आयातित/घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण इस शर्त के अधीन है कि "रिमोट कंट्रोल" की असेंबली में उपयोग किए जाने वाले घरेलू रूप से निर्मित कलपुर्जो और संघटकों का मूल्य वर्ष 2 में न्यूनतम 20% होगा ("रिमोट कंट्रोल" के निर्माण में उपयोग किए जाने वाले कलपुर्जो और संघटकों के कुल मूल्य का), जो वित्तीय वर्ष 2025-26, 2026-27 और 2027-28 से आगे क्रमशः न्यूनतम 30%, 40% और 50% तक बढ़ जाएगा ।		
8.0	पावर एडाप्टर	घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से अंतिम असेम्बली और परीक्षण, बशर्ते कि "पावर एडाप्टर" की असेम्बली में इस्तेमाल घरेलू रूप से निर्मित कलपुर्जो और संघटकों का मूल्य न्यूनतम 40%होगा ("पावर एडाप्टर" के निर्माण में इस्तेमाल कलपुर्जो और संघटकों के कुल मूल्य का). हालांकि, "पावर एडाप्टर" के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 5% से अधिक नहीं होगा।		
9.0	अंतिम असेम्बली और परीक्षण	समय-समय पर अधिसूचित वेटेज भारतीय मानकों को पूरा करने वाले घरेलू रूप से असेम्बल / परीक्षित. अंतिम संयोजन और परीक्षण के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 10% से अधिक नहीं होगा।		

** यह आवश्यक है कि एसएमटी प्रक्रिया का उपयोग करके बेयर पीसीबी पर कलपुर्जो और संघटकों के मुद्रित सर्किट बोर्ड असेंबली (पीसीबीए) अनिवार्य रूप से भारत में किया जाना चाहिए।*

*** भारत में सेमीकंडक्टर एफएबी के चालू होने पर इसकी समीक्षा की जाएगी।*

आवेदक संबंधित वित्तीय वर्ष के लिए नीचे दी गई तालिका में उल्लिखित न्यूनतम मूल्यवर्धन/स्थानीय सामग्री को पूरा करके मूल्य संवर्धन/स्थानीय सामग्री की गणना के लिए संबंधित वित्तीय वर्ष में क्रम संख्या 3.0 (इन-हाउस आर एंड डी) और क्रम संख्या 4.0 (इन-हाउस डिजाइन/आईपीआर) का लाभ उठाने के लिए पात्र होगा.

वित्तीय वर्ष	2023-24 & 2024-25	2025-26	2026-27 के बाद
आवश्यक के रूप में न्यूनतम मूल्य संवर्धन/स्थानीय सामग्री (क्रम सं. 1.0) मुख्य पीसीबी और (क्रम सं.9.0) अंतिम असेंबली और परीक्षण और अन्य वैकल्पिक के रूप में	25%	35%	45%

5. निगरानी उपकरणों यानी सीसीटीवी कैमरों (एनालॉग/आईपी/एनालॉग स्पीड डोम/आईपी स्पीड डोम/आईपी स्पीड डोम) को समय-समय पर यथा संशोधित परिशिष्ट 'क' के अनुसार वीएसएस/सीसीटीवी सिस्टम की सुरक्षा सुनिश्चित करने के लिए एमईआईटीवाई द्वारा निर्धारित सुरक्षा के लिए आवश्यक आवश्यकताओं (ईआर) का अनु पालन करना चाहिए। सीसीटीवी/वीएसएस के लिए सुरक्षा परीक्षण प्रतिवेदन मानकीकरण परीक्षण और गुणवत्ता प्रमाणन (एसटीक्यूसी) प्रयोगशाला या एमईआईटीवाई द्वारा समय-समय पर अधिसूचित किसी अन्य एजेंसी द्वारा जारी किया जाएगा। एसटीक्यूसी लैब द्वारा जारी परीक्षण रिपोर्ट की वैधता रिपोर्ट के जारी होने की तारीख से तीन वर्ष होगी. सीसीटीवी कैमरों/वीएसएस प्रणाली की सुरक्षा के लिए इन अनिवार्य आवश्यकताओं (ईआर) को इस अधिसूचना के जारी होने की तारीख से 3 महीने के बाद लागू किया जाएगा। डीवीआर और एनवीआर के लिए सुरक्षा मानदंडों को बाद में अधिसूचित किया जाएगा।

6. अधिसूचना इस अधिसूचना के जारी होने की तारीख से 3 महीने के बाद प्रभावी होगी। यह अधिसूचना संशोधित अधिसूचना जारी होने तक वैध रहेगी। इस अधिसूचना के प्रयोजन के लिए 1 वर्ष 31.03.2025 तक होगा।

7. सार्वजनिक खरीद (मेक इन इंडिया को वरीयता) आदेश 2017 के तहत किसी भी इलेक्ट्रॉनिक उत्पाद अधिसूचना का पूर्वव्यापी प्रभाव नहीं होगा।

8. पूर्वोक्त इलेक्ट्रॉनिक्स उत्पादों की खरीद के लिए समय-समय पर यथा संशोधित दिनांक 16.09.2020 के सार्वजनिक खरीद (मेक इन इंडिया को वरीयता) आदेश 2017 में उद्धृत प्रावधानों के अनुसार खरीद वरीयता प्रदान की जाएगी ।

9. यदि भारत सरकार द्वारा परियोजना या योजना पूरी तरह से या आंशिक रूप से वित्त पोषित होती है, तो राज्यों और स्थानीय निकायों द्वारा बनाए गए इलेक्ट्रॉनिक उत्पादों की क्रय के लिए अधिसूचना सभी केंद्रीय योजनाओं (सीएस)/केंद्रीय क्षेत्र की योजनाओं (सीएसएस) पर भी लागू होगी।

10. स्थानीय सामग्री/घरेलू मूल्यवर्धन की गणना करने हेतु प्रक्रिया

10.1 घरेलू विनिर्माताओं (डीओएम-बीओएम) से प्राप्त सामग्री के बिल की गणना उपलब्ध आंकड़ों के आधार पर निम्नलिखित में से किसी एक के आधार पर की जा सकती है।

क. सभी इनपुटों की लागतों का योग जो उस उत्पाद को बनाने के लिए आवश्यक है (इनपुटों की क्रय पर लगाए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ का लाभ लिया जा सकता है) और जिनका आयात प्रत्यक्ष रूप से या घरेलू व्यापारी या माध्यस्थ के माध्यम से नहीं किया गया है।

ख. उत्पाद के फैक्ट्री बाह्य मूल्य से उत्पाद के उत्पादन में इनपुटों के रूप में उपयोग की गई सामग्री के आयातित बिल (प्रत्यक्ष या अप्रत्यक्ष रूप से) को घटाकर (इनपुटों की क्रय पर लागए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ का लाभ लिया जा सकता है) और उसमें से वारंटी लागत को घटाकर।

ग. बाजार मूल्य से उत्पादन पश्चात मालभाडा, बीमा और अन्य हथालन लागतों को घटाकर, उसमें से कर पश्चात लाभ, वारंटी लागत को घटाया जाता है, उसमें से उत्पादों के उत्पादन (इनपुटों की क्रय पर लगाए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ लिया जा सकता है) में इनपुटों के रूप में उपयोग की गई सामग्री के आयातित बिल के योग को घटाया जाता है और बिक्री और विपणन खर्च को घटाया जाता है।

10.2 सामग्री के कुल बिल (कुल-बीओएम) की गणना उपलब्ध आंकडों पर आधारित निम्नलिखित में से किसी एक के आधार पर की जा सकती है।

क. सभी इनपुटों की लागतों का योग जो उस उत्पाद को बनाने के लिए आवश्यक है (इनपुटों की क्रय पर लगाए गए शुल्क और करों सहित, सिवाय उनको छोड़कर जिनके लिए क्रेडिट/सेट-ऑफ का लाभ लिया जा सकता है)।

ख. उत्पाद के फैक्टरी बाह्य मूल्य से कर पश्चात लाभ और वारंटी लागतों को घटाया जाता है।

ग. बाजार मूल्य से उत्पादन पश्चात मालभाडा, बीमा और अन्य हथालन लागतों को घटाकर उसमें से कर पश्चात लाभ, वारंटी लागत, बिक्री और विपणन खर्च घटाया जाता है।

10 .3 निम्नलिखित फॉर्मूला के अनुसार प्रस्तुत जानकारी के आधार पर घरेलू मूल्य-वृद्धि के प्रतिशत की गणना की जा सकती है:

$$\text{स्थानीय सामग्री/घरेलू मूल्य-वृद्धि का प्रतिशत} = \frac{\text{डीओएम-बीओएम}}{\text{कुल-बीओएम}} \times 100$$

11. स्थानीय सामग्री/घरेलू मूल्यवृद्धि का सत्यापन

11.1. निविदा, बोली प्रक्रिया या सिफ़ारिश के समय स्थानीय आपूर्तिकर्ता स्व-प्रमाणन प्रदान करेगा कि प्रसतावित की गई वस्तुएं न्यूनतम स्थानीय सामग्री की आवश्यकताओं को पूरा करती हैं और उस स्थान (स्थानों) का विवरण देगा, जिस पर स्थानीय मूल्य वृद्धि की गई है।

11.2. 10 करोड़ रुपए से अधिक मूल्य की क्रय के मामलों में, स्थानीय आपूर्तिकर्ता स्थानीय सामग्री का प्रतिशत देते हुए कंपनी के सांविधिक लेखा परीक्षक)कंपनियों के मामले में) या लागत लेखापरीक्षक या किसी पेशेवर लागत लेखाकार ये पेशेवर चार्टेड लेखाकार (कंपनियों के अलावा अन्य आपूर्तिकर्ताओं के संबंध में) से एक प्रमाणपत्र उपलब्ध कराएगा।

11.3. यदि किसी इलेक्ट्रॉनिक उत्पाद के संबंध में स्थानीय सामग्री/घरेलू मूल्य वृद्धि के संबंध में बोलीकर्ता के दावे के खिलाफ क्रय एजेंसी या संबंधित मंत्रालय/विभाग द्वारा शिकायत प्राप्त की जाती है, तो उसे एसटीक्यूसी के पास भेजा जाएगा।

11.4. एसटीक्यूसी को संदर्भित कोई भी शिकायत 4 सप्ताह के भीतर निपटा दी जाएगी। बोलीकर्ता को एसटीक्यूसी हेतु किसी इलेक्ट्रॉनिक उत्पाद में दावा की गई घरेलू मूल्य वृद्धि के समर्थन में आवश्यक दस्तावेज प्रस्तुत करने की आवश्यकता होगी। यदि बोलीकर्ता के द्वारा कोई जानकारी प्रस्तुत नहीं की जाती है, तो ऐसी प्रयोगशालाएं दावे के वास्तविकता को सिद्ध करने के लिए अगली आवश्यक कार्रवाई कर सकती हैं। **स्थानीय सामग्री की गणना में विसंगतियों के मामले में, स्थानीय सामग्री के प्रतिशत की गणना के लिए कंपनी के सांविधिक लेखा परीक्षक या लागत लेखा परीक्षक (कंपनियों के मामले में) या प्रैक्टिसिंग कॉस्ट एकाउंटेंट या प्रैक्टिसिंग चार्टर्ड एकाउंटेंट (कंपनियों के अलावा अन्य आपूर्तिकर्ताओं के संबंध में) से एक प्रमाण पत्र स्व-घोषणा प्रमाण पत्र पर अधिक्रमित होगा।**

11.5. 2 लाख रुपए या खरीदे जा रहे घरेलू रूप से विनिर्मात इलेक्ट्रॉनिक उत्पादों की कीमत का 1% शिकायत शुल्क (5 लाख रुपए की अधिकतदम सीमा के अध्यधीन), जो भी अधिक हो, का डिमांड ड्राफ्ट द्वारा भुगतान किया जाएगा, जो एसयीक्यूसी में जमा जमा होगा। यदि शिकायत गलत पाई जाती है, तो शिकायत शुल्क जब्त कर लिया जाएगा। यदि, शिकायत को बरकरार रखा जाता है और काफी हद तक सही पाया जाता है तो शिकायतकर्ता को जमा शुल्क बिना किसी ब्याज के वापस कर दिया जाएगा।

11.6. सामान्य वित्तीय नियम (जीएफआर) के नियम 175(1)(i)(एच) के तहत झूठी घोषणाएं सत्यनिष्ठा संहिता का उल्लंघन होंगी, जिसके लिए बोली लगाने वाले या उसके उत्तराधिकारियों को नियम 151 (iii) के अनुसार प्रतिबंधित किया जा सकता है। सामान्य वित्तीय नियमों के साथ-साथ बोली लगाने के ऐसे अन्य प्रावधान, एकल मंत्रालय/विभाग द्वारा रोक लगाना और व्यय विभाग के कार्यालय ज्ञापन संख्या एफ.1/20/2018-पीपीडी दिनांक 2 नवंबर, 2021 के अनुसार आदेशों को रद्द करना समय-समय पर संशोधित कानून के तहत अनुमन्य हो सकता है।

12. इलेक्ट्रॉनिक्स उत्पाद अधिसूचनाओं के कार्यान्वयन की निगरानी के लिए एमईआईटीवाई नोडल मंत्रालय होगा। एसटीक्यूसी द्वारा दिए गए निर्णय के विरुद्ध किसी विवाद/स्पष्टीकरण के मामले में, शिकायतों के सत्यापन/पुनरीक्षण, यादृच्छिक आधार पर स्व-घोषणाओं और लेखा परीक्षक/लेखाकार के प्रमाणपत्रों के स्वतंत्र सत्यापन, इलेक्ट्रॉनिकी उत्पादों के घरेलू विनिर्माताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण निबंधन और शर्तों के लिए निम्नलिखित घटकों वाली एक समिति गठित की जाती है: -

i)	समूह समन्वयक/वैज्ञानिक- 'जी' (आईपीएचडब्ल्यू)	- अध्यक्ष
ii)	एसटीक्यूसी से वैज्ञानिक-'जी'/वैज्ञानिक-'एफ'	- सदस्य
iii)	वैज्ञानिक- 'ई'/सर्ट-इन/साइबर डिवीजन अथवा वरिष्ठ.	- सदस्य
vi)	अध्यक्ष द्वारा सहयोजित कोई अन्य सदस्य (सदस्यों)	-सदस्य
v)	आईपीएचडब्ल्यू प्रभाग से वैज्ञानिक-'ई'/प्रतिनिधि	-सदस्य सचिव

13. यदि प्रश्न उठता है कि क्या खरीदी जा रही कोई वस्तु एक इलेक्ट्रॉनिक उत्पाद है, जिसे सार्वजनिक क्रय (मेक इन इंडिया को वरीयता) आदेश 2017 के तहत शामिल किया जाना है, तो इस मामले को स्पष्टीकरण के लिए इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय को संदर्भित किया जाएगा।

[फ़ा. सं. डब्ल्यू-43/11/2021-आईपीएचडब्ल्यू]

आशा नांगिया, समूह समन्वयक और वैज्ञानिक 'जी'

परिशिष्ट 'क'

सीसीटीवी की सुरक्षा के लिए अनिवार्य आवश्यकता

संवेदनशील जानकारी की सुरक्षा और सिस्टम को प्रभावी ढंग से संचालित करने के लिए सीसीटीवी (क्लोज-सर्किट टेलीविजन) प्रणाली को सुरक्षित करना महत्वपूर्ण है। परीक्षण के प्रमुख क्षेत्रों में एक्स्पोस्ड नेटवर्क सेवाएं, डिवाइस संचार प्रोटोकॉल, डिवाइस के यूएआरटी,जेटीएजी,एसडब्ल्युडी आदि तक भौतिक पहुंच, मेमोरी और फर्मवेयर निकालने की क्षमता, फर्मवेयर अपडेट प्रक्रिया सुरक्षा और डेटा का भंडारण और एन्क्रिप्शन शामिल हैं। सीसीटीवी सिस्टम की सुरक्षा के लिए यहां संक्षिप्त आवश्यकताएं दी गई हैं:

		और विकास प्रक्रियाओं के हिस्से के रूप में एक या अधिक अद्यतन मैलवेयर पहचान उपकरण नियोजित किए जाएंगे। अंतिम पैकेजिंग और प्रदायगी से पहले मैलवेयर पहचान तकनीकों का उपयोग किया जाएगा (उदाहरण के लिए, एक या अधिक अद्यतन मैलवेयर पहचान उपकरणों का उपयोग करके मैलवेयर के लिए तैयार उत्पादों और घटकों को स्कैन करना)।	पहचान टैनिंग/जालसाजी, सीएम टूल के ट्रैकिंग लक्ष्यों की आवश्यकता के रूप में की गई है। गुणवत्ता आश्वासन प्रक्रिया को प्रस्तुत करने और उसे प्रदर्शित करने की आवश्यकता है।	
		4.4 आपूर्ति श्रृंखला जोखिम की पहचान, मूल्यांकन, प्राथमिकता और शमन आयोजित किया जाएगा।		आपूर्ति श्रृंखला जोखिम / व्यापार निरंतरता योजना नीति दस्तावेज, प्लेबुक जो दर्शाती है कि आपूर्ति श्रृंखला व्यवधान को कैसे संभालना है, घटना के बाद सारांश दस्तावेजों को प्रस्तुत करने और उसी को प्रदर्शित करने की आवश्यकता है।

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW DIVISION)

NOTIFICATION

New Delhi, the: 6th March, 2024

Subject: Public Procurement (Preference to Make in India) Order 2017-Notifying CCTV/ Video Surveillance System for Security in furtherance of the Order

Reference:

(i) Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020

(ii) Ministry of Electronics and Information Technology (MeitY) Electronic Products Notification No. W-43/4/2019-IPHW-MeitY dated 07.09.2020

S.O. 1119(E).—The Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020, to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 [PPP-MII Order 2017] notified vide reference cited above, the Ministry of Electronics and Information Technology (MeitY) hereby notifies

that preference shall be provided by all procuring entities to locally manufactured Video Surveillance System for Security as per the aforesaid Order, as amended from time to time.

3. For the purpose of this notification:

3.1 The definition of Class-I local supplier, Class-II local supplier and Non-local supplier shall be as per paragraph 2 of the DPIIT PPP-MII Order 2017 No. P-45021/2/2017-PP(BE-II) dated 16.09.2020, as amended from time to time. The mechanism for calculation of local content is prescribed for each notified Electronic Product in this notification.

3.2 Paragraph 3A of the DPIIT PPP-MII Order 2017 No. P-45021/2/2017-PP(BE-II) dated 16.09.2020, as amended from time to time, shall be referred for percentage of procurement for which preference to domestically manufactured Electronic Products is to be provided (in value terms).

4. Following electronic products of Video Surveillance System are notified under the Public Procurement (Preference to Make in India) Order 2017:

4.1 Video Surveillance System

Definition:

For the purpose of this Notification, Video Surveillance System is usually a system that *inter-alia* includes: (i) Closed Circuit Television (CCTV) Camera (Analog/ IP/ Analog Speed Dome/ IP Speed Dome), (ii) Digital Video Recorder (DVR) / Network Video Recorder (NVR). Some of the applications of Security and Video Surveillance System are surveillance of Cities, Schools, Banks, Government Offices, public places, traffic monitoring and home security, etc.

4.2 Mechanism for calculation of local content of CCTV Camera (Analog):

The domestic BOM of CCTV Camera (Analog) would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

<table>
<tr><th>Sr. No.</th><th>Main inputs in BOM / stages for manufacture of CCTV Camera (Analog)</th><th>Value addition / local content required for the input to be classified as domestic BOM</th></tr>
<tr><td></td><td>(1)</td><td>(2)</td></tr>
<tr><td>1.0</td><td>Main PCB*</td><td rowspan="4">Domestic PCB Assembly* and testing from imported / domestically manufactured parts and components, including the value of Semiconductors** and excluding the value of bare PCB. However, the weightage of the total value of Main PCB with/without optional boards shall not exceed 10 % of the total BOM of the CCTV Camera (Analog)</td></tr>
<tr><td>(i)</td><td>I/O Board (optional)</td></tr>
<tr><td>(ii)</td><td>Infrared (IR) Board (optional)</td></tr>
<tr><td>(iii)</td><td>Control Board (optional)</td></tr>
<tr><td>2.0</td><td>Bare PCB</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of Bare PCB shall not exceed 5 % of the total BOM of the CCTV Camera (Analog)</td></tr>
<tr><td>3.0</td><td>Optics</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of Optics shall not exceed 10 % of the total BOM of the CCTV Camera (Analog)</td></tr>
<tr><td>4.0</td><td>In-house R&D #</td><td>Domestically/In-house R&D includes scientific research, experimentation, prototyping and testing for development of new products, process, technologies, or solutions using its own resources/expertise or legal contract with R&D unit registered with Department of Scientific and Industrial Research (DSIR) in India. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 onwards</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>5.0</td><td>In-house Design/IPR #</td><td>Domestically/In-house Designing involves the process of design practices, services, or solutions within the organization's own facilities, using its own resources/expertise or legal contract with third party in India. Any patents, trademarks, copyrights, and trade secrets registered under Intellectual Property</td></tr>
</table>

		Rights (IPR) in India in favor of the design for their creations or inventions establishes legal ownership. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:

2023-24 & 2024-25	2025-26	2026-27 onwards
7%	10%	12%

6.0	Housing (Plastic /Aluminium/MS) and Camera Mount	Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Housing and Camera Mount shall not exceed to 15 % of the total BOM of the CCTV Camera (Analog).
7.0	Connecting Cables & Connectors	Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Connecting Cables and Connectors shall not exceed 5% of the total BOM of the CCTV Camera (Analog).
8.0	Final Assembly and Testing	Domestically assembled / tested meeting Indian Standards as notified from time to time. The weightage of the total value of final assembling and testing shall not exceed 10% of the total BOM of the CCTV Camera.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the parts and components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

The applicant will be eligible to avail the benefit of Sr. No. 4.0 (In-house R&D) & Sr. No. 5.0 (In-house Design/IPR) in respective financial year for calculation of Value Addition/Local Content by meeting the minimum Value Addition/Local Content mentioned in below table for respective financial year.

Financial Year	2023-24 & 2024-25	2025-26	2026-27 onwards
Minimum Value Addition/Local Content of (Sr. No. 1) Main PCB and (Sr. No.8) Final Assembly and Testing as -Essential and others as optional	25%	35%	45%

4.3 Mechanism for calculation of local content of CCTV Camera (IP):

The domestic BOM of CCTV Camera (IP) would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Sr. No.	Main inputs in BOM / stages for manufacture of CCTV Camera (IP)	Value addition / local content required for the input to be classified as domestic BOM
	1	2
1.0	Main PCB* with Capture and/or Processor Card	Domestic PCB Assembly* and testing from imported / domestically manufactured parts and components, including the value of Semiconductors** and excluding the value of bare PCB. However, the weightage of the total value of Main PCB with/without optional boards shall not exceed 10 % of the total BOM of the CCTV Camera (IP)
(i)	Network Interface Card (optional)	
(ii)	Infrared (IR) Board (optional)	
(iii)	I/O Board (optional)	
(iv)	Power over Ethernet (PoE) Card (optional)	
2.0	Bare PCB	Domestically manufactured from domestically manufactured inputs. The weightage of the total value of Bare PCB shall not exceed 5 % of the total BOM of the CCTV Camera (IP)
3.0	Optics	Domestically manufactured from domestically manufactured inputs. The weightage of the total value of Optics shall not exceed 10 % of the total BOM of the CCTV Camera (IP)
4.0	In-house R&D #	Domestically/In-house R&D includes scientific research, experimentation,

<table>
<tr><td></td><td></td><td>prototyping and testing for development of new products, process, technologies, or solutions using its own resources/expertise or legal contract with R&D unit registered with Department of Scientific and Industrial Research (DSIR) in India. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 onwards</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>5.0</td><td>In-house Design/IPR #</td><td>Domestically/In-house Designing involves the process of design practices, services, or solutions within the organization's own facilities, using its own resources/expertise or legal contract with third party in India. Any patents, trademarks, copyrights, and trade secrets registered under Intellectual Property Rights (IPR) in India in favor of the design for their creations or inventions establishes legal ownership. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 onwards</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>6.0</td><td>Housing (Plastic / Aluminium / MS) and</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Housing and Camera Mount shall not exceed 15 % of the total BOM of the CCTV Camera (IP).</td></tr>
<tr><td>7.0</td><td>Connecting Cables and Connectors</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Connecting Cables and Connectors shall not exceed 5% of the total BOM of the CCTV Camera (IP).</td></tr>
<tr><td>8.0</td><td>Final Assembly and Testing</td><td>Domestically assembled / tested meeting Indian Standards as notified from time to time. The weightage of the total value of Final Assembling and Testing shall not exceed 10% of the total BOM of the CCTV Camera (IP)</td></tr>
</table>

** It is essential that the Printed Circuit Board Assembly (PCBA) of the parts and components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

The applicant will be eligible to avail the benefit of Sr. No. 4.0 (In-house R&D) & Sr. No. 5.0 (In-house Design/IPR) in respective financial year for calculation of Value Addition/Local Content by meeting the minimum Value Addition/Local Content mentioned in below table for respective financial year.

Financial Year	2023-24 & 2024-25	2025-26	2026-27 onwards
Minimum Value Addition/Local Content of (Sr. No. 1.0) Main PCB and (Sr. No. 8.0) Final Assembly and Testing as -Essential and others as optional	25%	35%	45%

4.4 Mechanism for calculation of local content of CCTV Camera (Analog Speed Dome):

The domestic BOM of CCTV Camera (Analog Speed Dome) would be the sum of the costs of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Sr. No.	Main inputs in BOM / stages for manufacture of CCTV Camera (Analog Speed Dome)	Value addition required for the input to be classified as domestic BOM
	1	2
1	Main Controller Board*	Domestic PCB Assembly* and testing from imported / domestically manufactured parts and components, including the value of Semiconductors** and excluding the value of bare PCB. However, the weightage of the total value of Main Controller Board/Main PCB with/without optional boards shall not exceed 10 % of the total BoM of the CCTV Camera (ASD)
(i)	I/O Board (optional)	
(ii)	Infrared (IR) Board (optional)	
2.0	Bare PCB	Domestically manufactured from domestically manufactured inputs. The weightage of the total value of Bare PCB shall not exceed 5 % of the total

<table>
<tr><td></td><td></td><td>BoM of the CCTV Camera (ASD)</td></tr>
<tr><td>3.0</td><td>Inhouse R&D#</td><td>Domestically/In-house R&D includes scientific research, experimentation, prototyping and testing for development of new products, process, technologies, or solutions using its own resources/expertise or legal contract with R&D unit registered with Department of Scientific and Industrial Research (DSIR) in India. The weightage of this will be calculated based on the percentage of the domestic BoM in respective Financial Year as mentioned in below table.:
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 onwards</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>4.0</td><td>In-house Design/IPR#</td><td>Domestically/In-house Designing involves the process of design practices, services, or solutions within the organization's own facilities, using its own resources/expertise or legal contract with third party in India. Any patents, trademarks, copyrights, and trade secrets registered under Intellectual Property Rights (IPR) in India in favor of the design for their creations or inventions establishes legal ownership. The weightage of this will be calculated based on the percentage of the domestic BoM in respective Financial Year as mentioned in below table.:
<table>
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<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>5.0</td><td>Housing (Plastic/ Aluminium/ MS) and Camera Mount</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Housing and Camera Mount shall not exceed 5 % of the total BoM of the CCTV Camera (ASD).</td></tr>
<tr><td>6.0</td><td>Connecting Cables and Connectors</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Connecting Cables and Connectors shall not exceed 5% of the total BoM of the CCTV Camera (ASD).</td></tr>
<tr><td>7.0</td><td>Motor, Heater & Blower, Zoom Module, Belt, Plastic Mechanism Parts, Glass etc.</td><td>Domestically manufactured from imported / domestically manufactured input parts and mechanical components. However, the weightage of the total value of all these parts/components shall not exceed 5% of the total BoM of the CCTV Camera (ASD)</td></tr>
<tr><td>8.0</td><td>Power Adapter</td><td>Domestic PCB assembly* and the final assembly and testing from imported / domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of “Power Adapter” will be minimum 40% (of the total value of parts and components used in the manufacture of “Power Adapter”). However, the weightage of the total value of “Power Adapter” shall not exceed 5% of the total BoM of the CCTV Camera (ASD)</td></tr>
<tr><td>9.0</td><td>Final Assembly and Testing</td><td>Domestically assembled / tested meeting Indian Standards as notified from time to time. The weightage of the total value of final assembling and testing shall not exceed 10 % of the total BoM of the CCTV Camera (ASD)</td></tr>
</table>

** It is essential that the Printed Circuit Board Assembly (PCBA) of the parts and components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

The applicant will be eligible to avail the benefit of Sr. No. 3.0 (In-house R&D) & Sr. No. 4.0 (In-house Design/IPR) in respective financial year for calculation of Value Addition/Local Content by meeting the minimum Value Addition/Local Content mentioned in below table for respective financial year.

Financial Year	**2023-24 & 2024-25**	**2025-26**	**2026-27 onwards**
Minimum Value Addition/Local Content of (Sr. No. 1.0) Main PCB and (Sr. No. 9.0) Final Assembly and Testing as -Essential and others as optional	25%	35%	45%

4.5 Mechanism for calculation of local content of CCTV Camera (IP Speed Dome):

The domestic BOM of CCTV Camera (IP Speed Dome) would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

<table>
<tr><th>Sr. No.</th><th>Main inputs in BOM / stages for manufacture of CCTV Camera (IP Speed Dome)</th><th>Value addition / local content required for the input to be classified as domestic BOM</th></tr>
<tr><td></td><td>1</td><td>2</td></tr>
<tr><td>1.0</td><td>Main Controller Board*</td><td rowspan="6">Domestic PCB Assembly* and testing from imported / domestically manufactured parts and components, including the value of Semiconductors** and excluding the value of bare PCB. However, the weightage of the total value of Main Controller Borad with/without optional boards Shall not exceed 10 % of the total BoM of the CCTV Camera (IPSD)</td></tr>
<tr><td>(i)</td><td>I/O Board (optional)</td></tr>
<tr><td>(ii)</td><td>Infrared (IR) Board (optional)</td></tr>
<tr><td>(iii)</td><td>Processor Card (optional)</td></tr>
<tr><td>(iv)</td><td>Network Interface Card (Optional)</td></tr>
<tr><td>(v)</td><td>Power over Ethernet (PoE) Card (optional)</td></tr>
<tr><td>2.0</td><td>Bare PCB</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of Bare PCB shall not exceed 5 % of the total BoM of the CCTV Camera (IPSD)</td></tr>
<tr><td>3.0</td><td>In-house R&D #</td><td>Domestically/In-house R&D includes scientific research, experimentation, prototyping and testing for development of new products, process, technologies, or solutions using its own resources /expertise or legal contract with R&D unit registered with Department of Scientific and Industrial Research (DSIR) in India. The weightage of this will be calculated based on the percentage of the domestic BoM in respective Financial Year as mentioned in below table.:
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 onwards</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>4.0</td><td>In-house Design/IPR #</td><td>Domestically/In-house Designing involves the process of design practices, services, or solutions within the organization's own facilities, using its own resources/expertise or legal contract with third party in India. Any patents, trademarks, copyrights, and trade secrets registered under Intellectual Property Rights (IPR) in India in favor of the design for their creations or inventions establishes legal ownership. The weightage of this will be calculated based on the percentage of the domestic BoM in respective Financial Year as mentioned in below table.:
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 onwards</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>5.0</td><td>Housing (Plastic / Aluminium / MS) and Camera Mount</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Housing and Camera Mount shall not exceed 5 % of the total BoM of the CCTV Camera (IPSD).</td></tr>
<tr><td>6.0</td><td>Connecting Cables and Connectors</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Connecting Cables and Connectors shall not exceed 5% of the total BoM of the CCTV Camera (IPSD).</td></tr>
<tr><td>7.0</td><td>Motor, Heater & Blower, Zoom Module, Belt, Plastic Mechanism Parts, Glass etc.</td><td>Domestically manufactured from imported / domestically manufactured input parts and mechanical components. However, the weightage of the total value of all these parts/components shall not exceed 5% of the total BoM of the CCTV Camera (IPSD).</td></tr>
<tr><td>8.0</td><td>Power Adapter</td><td>Domestic PCB assembly* and the final assembly and testing from imported / domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the</td></tr>
</table>

		assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter"). However, the weightage of the total value of "Power Adapter" shall not exceed 5% of the total BoM of the CCTV Camera (IPSD)
9.0	Final Assembly and Testing	Domestically assembled / tested meeting Indian Standards as notified from time to time. The weightage of the total value of final assembling and testing shall not exceed 10 % of the total BoM of the CCTV Camera (IPSD)

** It is essential that the Printed Circuit Board Assembly (PCBA) of the parts and components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

The applicant will be eligible to avail the benefit of Sr. No. 3.0 (In-house R&D) & Sr. No. 4.0 (In-house Design/IPR) in respective financial year for calculation of Value Addition/Local Content by meeting the minimum Value Addition/Local Content mentioned in below table for respective financial year.

Financial Year	2023-24 & 2024-25	2025-26	2026-27 onwards
Minimum Value Addition/Local Content of (Sr. No. 1.0) Main PCB and (Sr. No. 9.0) Final Assembly and Testing as -Essential and others as optional	25%	35%	45%

4.6 Mechanism for calculation of local content of DVR/ NVR:

The domestic BOM of DVR/ NVR would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

<table>
<tr><th>Sr No.</th><th>Main inputs in BOM / stages for manufacture of DVR / NVR</th><th>Value addition / local content required for the input to be classified as domestic BOM</th></tr>
<tr><td></td><td>1</td><td>2</td></tr>
<tr><td>1.0</td><td>Main PCB*</td><td rowspan="3">Domestic PCB Assembly* and testing from imported / domestically manufactured parts and components, including the value of Semiconductors** and excluding the value of bare PCB. However, the weightage of the total value of Main PCB with/without optional boards shall not exceed 10 % of the total BoM of the DVR/NVR.</td></tr>
<tr><td>(i)</td><td>Front Panel & LED Board (optional)</td></tr>
<tr><td>(ii)</td><td>I/O Board (optional)</td></tr>
<tr><td>2.0</td><td>Bare PCB</td><td>Domestically manufactured from domestically manufactured inputs. The weightage of the total value of Bare PCB shall not exceed 5 % of the total BoM of the CCTV Camera (DVR/NVR)</td></tr>
<tr><td>3.0</td><td>In-house R&D #</td><td>Domestically/In-house R&D includes scientific research, experimentation, prototyping and testing for development of new products, process, technologies, or solutions using its own resources/expertise or legal contract with R&D unit registered with Department of Scientific and Industrial Research (DSIR) in India. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 onwards</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table></td></tr>
<tr><td>4.0</td><td>In-house Design/IPR #</td><td>Domestically/In-house Designing involves the process of design practices, services, or solutions within the organization's own facilities, using its own resources/expertise or legal contract with third party in India. Any patents, trademarks, copyrights, and trade secrets registered under Intellectual Property Rights (IPR) in India in favor of the design for their creations or inventions establishes legal ownership. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:</td></tr>
</table>

		2023-24 & 2024-25	2025-26	2026-27 onwards
		7%	10%	12%
5.0	Housing (Plastic / Aluminium / MS) and Camera Mount	Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Housing and Camera Mount shall not exceed 5 % of the total BoM of the DVR/NVR.		
6.0	Connecting Cables, Connectors and USB Mouse	Domestically manufactured from domestically manufactured inputs. The weightage of the total value of inputs for Connecting Cables, Connectors and USB Mouse shall not exceed 5% of the total BoM of the DVR/NVR.		
7.0	Remote Control	Domestic assembly* and testing from imported / domestically manufactured parts and components subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Remote Control" will be minimum 20% (of the total value of the parts and components used in the manufacture of "Remote Control") in Year 2, which will increase to minimum 30%, 40% and 50% in Financial Years 2025-26, 2026-27 and 2027-28 onwards respectively.		
8.0	Power Adapter	Domestic PCB assembly* and the final assembly and testing from imported / domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter"). However, the weightage of the total value of "Power Adapter" shall not exceed 5% of the total BoM of the DVR/NVR.		
9.0	Final Assembly and Testing	Domestically assembled/tested meeting Indian Standards as notified from time to time. The weightage of the total value of final assembling and testing shall not exceed 10 % of the total BOM of the DVR/NVR.		

** It is essential that the Printed Circuit Board Assembly (PCBA) of the parts and components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

The applicant will be eligible to avail the benefit of Sr. No. 4.0 (In-house R&D) & Sr. No. 5.0 (In-house Design/IPR) in respective financial year for calculation of Value Addition/Local Content by meeting the minimum Value Addition/Local Content mentioned in below table for respective financial year.

Financial Year	**2023-24 & 2024-25**	**2025-26**	**2026-27 onwards**
Minimum Value Addition/Local Content of (Sr. No. 1.0) Main PCB and (Sr. No. 9.0) Final Assembly and Testing as -Essential and others as optional	25%	35%	45%

5. The surveillance devices i.e., CCTV Cameras (Analog/ IP/ Analog Speed Dome/ IP Speed Dome) should comply with the Essential Requirements (ERs) for security prescribed by MeitY to ensure the security of the VSS / CCTV systems, as per the Appendix 'A', as amended from time to time. The security testing report for CCTV/VSS to be issued by Standardisation Testing and Quality Certification (STQC) Laboratory or any other agency notified by MeitY from time to time. The validity of the test report issued by STQC Lab will be three years from the date of issue of the report. These Essential Requirements (ERs) for security of CCTV Cameras/VSS system will be enforced after 3 months from the date of issuance of this Notification. The security norms for the DVR and NVR will be notified subsequently.

6. The notification will come into effect after 3 months from the date of issuance of this Notification. This Notification shall remain valid till the revised Notification is issued. The Year 1 for the purpose of this notification would be upto 31.03.2025.

7. No Electronic Product Notification under the Public Procurement (Preference to Make in India) Order 2017 shall have retrospective effect.

8. Purchase Preference shall be provided as per the provisions cited in the Public Procurement (Preference to Make in India) Order 2017 dated 16.09.2020 and, as amended from time to time, for the procurement of aforesaid electronics products.

9. The notification would also be applicable to all Central Schemes (CS)/ Central Sector Schemes (CSS) for the procurement of electronic products made by States and local bodies, if project or scheme is fully or partially funded by Government of India.

10. Procedure for calculating local content/ domestic value addition

10.1 Bill of Material sourced from domestic manufacturers (Dom-BOM) may be calculated based on one of the followings depending on data available:

a) 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.

b) 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.

c) 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.

10.2 Total Bill of Material (Total BOM) may be calculated based on one of the following depending on data available:

a) 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).

b) Ex-Factory Price of product minus profit after tax, minus warranty costs.

c) Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

10.3 The percentage of domestic value-addition may be calculated based on information furnished as per the following formula:

Percentage of local content/ domestic value-addition = [(Dom-BOM) / (Total BOM)]*100

11. Verification of local content/ Domestic Value Addition

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

11.2. In cases of procurement for a value in excess of Rs.10 crore, 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.

11.3. In case a complaint is received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/ domestic value addition in an Electronic Product(s), the same shall be referred to STQC.

11.4. Any complaint referred to STQC shall be disposed of within 4 weeks. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an Electronic Product(s) to STQC. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim. In case of the discrepancies in computation of local content, 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) for calculating the percentage of local content will supersede over the self-declaration certificate.

11.5. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured Electronic Products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

11.6. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred as per Rule 151 (iii) of the General Financial Rules along with such other provisions of bidding, debarment by a single Ministry/Department and revocation of orders as per the Department of Expenditure O.M-No. F.1/20/2018-PPD dated 2nd Nov, 2021 may be permissible under law amended from time to time.

12. MeitY shall be the Nodal Ministry to monitor the implementation of the Electronic Products notifications. In case of any dispute/clarifications against the decision given by STQC, a committee is constituted with the following

compositions for verification/vetting the complaints, independent verification of self-declarations and auditor's/accountant's certificates on random basis, restrictive and discriminating terms and conditions against the domestic manufactures of Electronics Products(s): -

i)	Group Coordinator/Scientist- 'G' (IPHW)	-	Chairperson
ii)	Scientist-'G'/Scientist-'F' from STQC	-	Member
iii)	Scientist- 'E' or above from Cert-In/Cyber Division	-	Member
vi)	Any other member(s) as co-opted by the Chairperson	-	Member
v)	Representative from IPHW Division	-	Member Secretary

13. In case of a question whether an item being procured is an Electronic Product(s) to be covered under the Public Procurement (Preference to Make in India) Order 2017, the matter would be referred to the Ministry of Electronics and Information Technology for clarification.

[F. No. W-43/11/2021-IPHW]

ASHA NANGIA, Group Coordinator & Scientist 'G'

Appendix 'A'

Essential Requirement(s) for Security of CCTV

Securing a CCTV (Closed-Circuit Television) system is crucial to protect sensitive information and ensure the system operates effectively. Key areas of testing include exposed network services, device communication protocols, physical access to the device's UART, JTAG, SWD, etc., the ability to extract memory and firmware, firmware update process security and storage and encryption of data. Here are brief requirements for the security of a CCTV system:

1) Physical Security - Use tamper-resistant camera enclosures and locking mechanisms to deter physical tampering.
2) Access Control by Authentication, Role-Based Access Control (RBAC) and regularly review and update access permissions to reflect personnel changes.
3) Network Security by employing encryption of data transmission
4) Software Security by Regular Updates, Disable Unused Features and Strong Password Policies
5) Penetration Testing: Employ penetration testing to assess the system's resistance to cyberattacks and address vulnerabilities.

Essential Security Requirements

Sr. No.	Category	Testing Parameter	What to be tested	Documents Required
1)	Hardware Level Security Parameter (supported by software)	1.1 Verify that application layer debugging interfaces such USB, UART, and other serial variants are disabled or protected by a complex password.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of	1. Datasheet of the SoC being used in the device. 2. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. 3. Process flow of the Manufacturing/Provisioning of the device

			OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware based debuggers and access control mechanisms in case the interface is enabled. 4. Process audit of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host microcontroller and its interactions with various sub components/peripherals.]	
		1.2 Verify that cryptographic keys and certificates are unique to each individual device.	Identifying all the keys and certificates being used in the device eco-system and verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	1. List of all keys and certificates being used in the device ecosystem 2. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation)
		1.3 Verify that on-chip debugging interfaces such as JTAG or SWD are disabled or that available protection mechanism is enabled and configured appropriately.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of OEM team, to verify the enabling/disabling of all the	1. Datasheet of the SoC being used in the device. 2. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. 3. Process flow of the Manufacturing/Provisioning of the device

			ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware based debuggers and access control mechanisms in case the interface is enabled. 4. Process audit of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host microcontroller and its interactions with various sub components/peripherals.]	
		1.4 Verify that trusted execution is implemented and enabled, if available on the device SoC or CPU.	Identifying whether TEE/SE/TPM is available or not in the device through the SoC datasheet and technical documentation submitted by the vendor. Further assessment is done on the basis of scenarios as applicable to device as defined below: **CASE 1: TEE/SE/TPM is not available:** No further assessment **CASE 2: TEE/SE/TPM is available and enabled:** Verification through code-review that crypto functions are called through TEE/SE/TPM APIs. **CASE 3: TEE/SE/TPM is available but not enabled by the vendor:** Termed as non-conformance to the requirement. OEM is required to enable and implement the TEE/SE/TPM.	1. Datasheet of the SoC being used in the device. 2. User manual/ Technical specifications of the device 3. Code snippets of the TEE API call, wherever applicable
		1.5 Verify that sensitive data, private keys and certificates are stored securely in a Secure Element, TPM,	Identifying all the keys and certificates being used in the device eco-system, sensitive data and their storage mechanism(s); and verification through:	1. List of all keys and certificates being used in the device ecosystem 2. List of all the sensitive data with their intended usage and secure storage

		TEE (Trusted Execution Environment), or protected using strong cryptography.	• Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	mechanism(s) as implemented along with secure configurations to be enabled in the device. 3. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation) private keys and certificates.
		1.6Verify the presence of tamper resistance and/or tamper detection features.	Testing, in presence of OEM team, to verify the measures implemented in the device to prevent software and hardware tampering.	1. Measures available in the device to prevent software tampering. 2. Measures available in the device to prevent hardware tampering.
		1.7 Verify that any available Intellectual Property protection technologies provided by the chip manufacturer are enabled.	Testing, in presence of OEM team, to verify the enabling of the Intellectual Property protection technologies provided by the chip manufacturer, if available.	1. Datasheet of the SoC 2. Documentation regarding the Intellectual Property protection technologies provided by the chip manufacturer which have been enabled. 3. In case, no Intellectual Property protection technologies are being provided by the chip manufacturer, then a declaration stating the same.
		1.8 Verify the device validates the boot image signature before loading.	Testing, in presence of OEM team, to verify the following: 1. Device boots up successfully with the documented secure boot process when a valid boot image is provided. 2. Device does not boot up when a tampered boot image (like with missing signature, invalid signature) is provided.	1. Datasheet of the SoC 2.Technical specifications of the device regarding secure boot (should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.)
		1.9 Verify usage of cryptographically secure pseudo-random number generator on embedded device (e.g., using chip-provided random number	Verification of the documentation provided by the vendor regarding the random number generators being used in the device. Verification through code-review that random number generators or related	Documentation regarding the random generators (either hardware based or software based or both) being used in the device with their intended usage. In case, hardware based random number generators are being used, vendors

		generators).	libraries as applicable are being used in the device.	shall submit the following: 1. Datasheet of the SoC 2. Technical specifications of the device regarding random generators In case, software based random number generators are being used, vendors shall provide the libraries being used for the same.
2)	Software/Firmware	2.1 Verify that memory protection controls such as ASLR and DEP are enabled by the embedded/IoT operating system, if applicable.	Testing, in presence of OEM team, to verify the declared memory protection controls available and enabled in the device using command line-based tools/commands or any other open-source tool like DEP, EMET tool.	Declaration of the memory protection controls available and enabled in the device.
		2.2 Verify that the firmware apps protect data-in-transit using transport layer security.	1. Verifying that strong encryption algorithms and secure TLS version is supported by the device to establish secure communication. 2. Verifying that device properly validates the server's TLS certificate to ensure that it is trusted and has not been tampered with. 3. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites. 4. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 5. Verifying that theTLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	Specifications and documentation related to the configurations available in the applications and firmware related to transport layer security.
		2.3 Verify that the firmware apps validate the digital signature of server connections.	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital	Document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the

			signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device. 2. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites. 3. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 4. Verifying that TLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	server connections.
		2.4 Verify that any use of banned C functions are replaced with the appropriate safe equivalent functions.	Secure code review [both automated and manual], in presence of OEM team, using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency.	1. Firmware binaries for code review. 2. Internal code review reports

			3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	
		2.5 Verify that each firmware maintains a software bill of materials cataloging third party components, versioning, and published vulnerabilities.	Verification of the submitted list of third-party components by running automated tools like FACT on the firmware. Identifying vulnerabilities in the third-party component(s) through publically available vulnerability databases Verification and validation of the process defined by the vendor for providing regular security updates and patches for the firmware to address any known vulnerabilities in third-party components.	1. Documentation for information on software bill of materials, including third-party components and versions. 2. Organization process and policies for the following: • Addressing and patching any identified vulnerabilities in third-party components. • Informing the customers about the security issues or vulnerabilities and providing security updates and patches for the same. 3. Configuration management system and related policies for maintaining firmware and third-party binaries, libraries and frameworks along with the patches/fixes issued to the devices.
		2.6 Verify all code including third-party binaries, libraries, frameworks are reviewed for hardcoded credentials (backdoors).	Independent secure code review [both automated and manual] using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems.	1. Firmware binaries for code review. 2. Internal code review reports

			[Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency. 3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	
		2.7 Verify that the firmware apps pin the digital signature to a trusted server(s).	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device.	Document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections.
		2.8 Verify security controls are in place to hinder firmware reverse engineering (e.g.removal of verbose debugging symbols).	Testing, in presence of OEM team, to verify the security controls as provided by the vendor to hinder firmware reverse engineering.	Documentation regarding the security controls in place to hinder firmware reverse engineering.
		2.9 Verify that	Testing, in presence of	Measures implemented in

		the firmware update process is not vulnerable to time-of-check vs time-of-use attacks.	OEM team, to verify the measures implemented in the device to make it resistant to time-of-check vs.time-of-use attacks.	the device to make it resistant to time-of-check vs. time-of-use attacks.
		2.10 Verify the device uses code signing and validates firmware upgrade files before installing.	Testing, in presence of OEM team, to verify the following: i) Device gets successfully updated with the documented secure upgrade process when a valid update package is provided. ii) Device does not boot up when a tampered update package (like with missing signature, invalid signature) is provided.	Process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.
		2.11 Verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Testing, in presence of OEM team, to verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.
		2.12 Verify that firmware can perform automatic firmware updates upon a predefined schedule.	Verification shall be done as per the applicable scenario: **Case 1: Automatic OTA updates are available:** A standard operating procedure for issuing automatic updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement. **Case 2: Automatic OTA updates are not available and vendor provides manual updates:** A standard operating procedure for issuing manual updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the	1. Modes of updates available i.e. automatic, manual or both. 2. Organizational process and policies regarding the issuing of updates to the devices.

			evaluation agency as per C20, C21 and C22 security requirement.	
3)	Secure Process Conformance	3.1 Verify that wireless communications are mutually authenticated.	Testing, in presence of OEM team, to verify the process of mutual authentication as laid down in the documentation by the vendor.	The documentation regarding the process of mutual authentication as implemented in the device when wireless communications are initiated. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.2 Verify that wireless communications are sent over an encrypted channel.	Identifying all the security mechanisms being used in the communication process verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	Documentation regarding the security measures implemented in the device to prevent tampering of the data being sent through wireless mode of communication. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.3 Verify that whether trusted sources are being used for sourcing the components of the device i.e. trusted supply chain through a managed Bill of materials for critical hardware components (related to security functions like SoC) is in use.		Bill of materials for critical hardware components (related to security functions like SoC).
		3.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption,		Supply chain risk identification, assessment, prioritization, and mitigation documents. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents.

		post-incident summary documents need to be submitted and demonstrate the same.		
		3.5 Verify the no proprietary network protocols are being used in the device. If yes, then complete implementation details and the source code for the same shall be provided.		Document for Network protocols used in the device.
4)	Security Conformance at product development stage	4.1 Design and architecture details till the PCBA and SoC level to be provided to aid in counterfeit mitigation and malware detection.		Design and architecture documents till the PCBA and SoC level.
		4.2 Threat mitigation strategies for tainted and counterfeit products shall be implemented as part of product development.	Process and method artifacts need to be submitted and demonstrate the same.	
		4.3 One or more up-to-date malware detection tools shall be deployed as part of the code acceptance and development processes. Malware detection techniques shall be used before final packaging and delivery (e.g., scanning finished products and components for malware using one or more up-to-date	List of components that have been identified as requiring tracking targets of tainting/counterfeiting, CM tool. Quality assurance process need to be submitted and demonstrate the same.	

		malware detection tools).		
		4.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted.		Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents need to be submitted and demonstrate the same.

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असाधारण
EXTRAORDINARY

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

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इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आईपीएचडब्ल्यू प्रभाग)

आदेश

नई दिल्ली, 9 अप्रैल, 2024

विषय: "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल में संशोधन" (अनिवार्य पंजीकरण की आवश्यकता) आदेश, 2021"

का.आ. 1652(अ).—भारतीय मानक ब्यूरो अधिनियम, 2016, (2016 का 11) की धारा 25 की उपधारा (3) के साथ पठित धारा 16 की उप-धारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार का यह मत है कि सार्वजनिक हित में ऐसा करना आवश्यक या समीचीन है, इसके द्वारा "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल (अनिवार्य पंजीकरण के लिए आवश्यकताएं) आदेश, 2021" में निम्नलिखित संशोधन किए जाते हैं:

2. सी.सी.टी.बी. कैमरे हेतु, कॉलम (5) की निम्नलिखित प्रविष्टि को "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल (अनिवार्य पंजीकरण के लिए आवश्यकताएं) आदेश, 2021 की अनुसूची में क्रम संख्या 41 पर जोड़ा जाएगा।

क्रमांक (1)	माल या सामान (2)	भारतीय मानक (3)	भारतीय मानक का शीर्षक (4)	अपेक्षित आवश्यकता (आवश्यकताएँ) (5)
41	सीसीटीवी कैमरा	आईएस 13252 : भाग 1 : 2010	सूचना तकनीकी उपकरण - सुरक्षा सामान्य आवश्यकताएं--	अनुलग्नक के अनुसार सीसीटीवी हेतु अनिवार्य आवश्यकता (आवश्यकताएँ)

3. "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल (अनिवार्य पंजीकरण के लिए आवश्यकताएं) आदेश, 2021" के प्रावधान इस अधिसूचना के आधार पर उक्त आदेश की अनुसूची में जोड़े गए कॉलम (2) में निर्दिष्ट माल या सामान पर आधिकारिक राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से छह महीने की समाप्ति पर, कॉलम (5) में निर्दिष्ट किए गए संबंधित अपेक्षित आवश्यकताओं के अनुरूप लागू होंगे। बीआईएस अनुरूपता मूल्यांकन विनियम, 2018 की योजना II के अनुसार बीआईएस मान्यता प्राप्त प्रयोगशालाओं से परीक्षण रिपोर्ट जमा करना मानक चिन्ह का उपयोग करने के लिए लाइसेंस प्राप्त करने हेतु एक पूर्व-आवश्यकता होगी।

[फा.सं. डब्ल्यू-43/11/2021-आईपीएचडब्ल्यू]
आशा नांगिया, समूह समन्वयक और वैज्ञानिक 'जी'

अनुलग्नक

सीसीटीवी की सुरक्षा के लिए अनिवार्य आवश्यकता

संवेदनशील जानकारी की सुरक्षा और सिस्टम को प्रभावी ढंग से संचालित करने के लिए सीसीटीवी (क्लोज-सर्किट टेलीविजन) प्रणाली को सुरक्षित करना महत्वपूर्ण है। परीक्षण के प्रमुख क्षेत्रों में एक्स्पोस्ड नेटवर्क सेवाएं, डिवाइस संचार प्रोटोकॉल, डिवाइस के यूएआरटी,जेटीएजी,एसडब्ल्युडी आदि तक भौतिक पहुंच, मेमोरी और फर्मवेयर निकालने की क्षमता, फर्मवेयर अपडेट प्रक्रिया सुरक्षा और डेटा का भंडारण और एन्क्रिप्शन शामिल हैं। सीसीटीवी सिस्टम की सुरक्षा के लिए यहां संक्षिप्त आवश्यकताएं दी गई हैं:

1. भौतिक सुरक्षा - भौतिक छेड़छाड़ को रोकने के लिए छेड़छाड़-प्रतिरोधी कैमरा एन्क्लोज़र और लॉकिंग तंत्र का उपयोग करें।
2. प्रमाणीकरण द्वारा अभिगम नियंत्रण, भूमिका-आधारित अभिगम नियंत्रण (आरबीएसी) और कर्मियों के परिवर्तनों को प्रतिबिंबित करने के लिए अभिगम अनुमतियों की नियमित रूप से समीक्षा और अद्यतनीकरण ।
3. डेटा ट्रांसमिशन के एन्क्रिप्शन को नियोजित करके नेटवर्क सुरक्षा
4. नियमित अपडेट द्वारा सॉफ़्टवेयर सुरक्षा, अप्रयुक्त सुविधाओं को अक्षम करना और सुदृढ़ पासवर्ड नीतियाँ
5. पेनीट्रेशन परीक्षण: साइबर हमलों के लिए सिस्टम के प्रतिरोध का आकलन करने और कमजोरियों को दूर करने के लिए पेनीट्रेशन परीक्षण को नियोजित करें।

अनिवार्य सुरक्षा आवश्यकताएँ

क्रमांक	वर्ग	परीक्षण पैरामीटर	क्या परीक्षण किया जाए	अपेक्षित दस्तावेज़
	हार्डवेयर स्तर सुरक्षा पैरामीटर (सॉफ़्टवेयर द्वारा समर्थित)	1.1 एक जटिल पासवर्ड द्वारा यह सत्यापित करें कि एप्लिकेशन लेयर डिबगिंग इंटरफ़ेस जैसे यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट अक्षम या संरक्षित हैं।	1. परीक्षण के तहत डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट के माध्यम से यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस की उपलब्धता की पहचान करना 2. विक्रेता दस्तावेज़ीकरण में घोषित की गई सुरक्षा के लिए उत्पादन उपकरणों और संबंधित पहुंच नियंत्रण तंत्र में सक्षम पोर्ट/इंटरफ़ेस का सत्यापन और वेधता हार्डवेयर आधारित डिबगर्स और एक्सेस कंट्रोल तंत्र का उपयोग करके सभी पोर्ट और यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस को सक्षम/अक्षम करने को सत्यापित करने के लिए ओईएम	विक्रेता द्वारा निम्नलिखित को उपलब्ध करना होगा: 1. डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट। 2. उत्पादन उपकरणों में सक्षम पोर्ट/इंटरफ़ेस से संबंधित दस्तावेज़ीकरण और उसकी सुरक्षा के लिए संबंधित एक्सेस नियंत्रण तंत्र। 3. डिवाइस के विनिर्माण/प्रावधान की प्रक्रिया प्रवाह

			टीम की उपस्थिति में परीक्षण। 4. डिबगिंग इंटरफेस के बारे में विक्रेता के दावे को मान्य करने के लिए विनिर्माण सुविधा की प्रक्रिया लेखा परीक्षा जो प्रावधान के दौरान बंद/अक्षम हैं। [उदाहरण के लिए, ब्लॉक कनेक्शन आरेख के माध्यम से होस्ट माइक्रोकंट्रोलर के बीच पिन कनेक्शन और विभिन्न उप घटकों/परिधीय के साथ इसकी बातचीत को दर्शाया गया है।]	
		1.2 सत्यापित करें कि क्रिप्टोग्राफ़िक कुंजी और प्रमाणपत्र प्रत्येक व्यक्तिगत डिवाइस के लिए अद्वितीय हैं।	डिवाइस इको-सिस्टम में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की पहचान करना और इनके माध्यम से सत्यापन करना: ओईएम टीम की उपस्थिति में परीक्षण कोड समीक्षा कुंजी-जीवन चक्र प्रक्रिया संबंधी प्रक्रिया लेखा परीक्षा	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. डिवाइस इकोसिस्टम में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की सूची 2. मुख्य प्रबंधन जीवन चक्र (उद्देश्य, उत्पादन, भंडारण, विनाश/शून्यीकरण, वैधता, कुंजी परिवर्तन/रोटेशन)
		1.3 सत्यापित करें कि जेटीएजी या एसडब्ल्यूडी जैसे ऑन-चिप डिबगिंग इंटरफ़ेस अक्षम हैं या उपलब्ध सुरक्षा तंत्र सक्षम और उचित रूप से कॉन्फ़िगर किया गया है।	1. परीक्षण के तहत डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट के माध्यम से यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस की उपलब्धता की पहचान करना 2. विक्रेता दस्तावेज़ में घोषित की गई सुरक्षा के लिए उत्पादन उपकरणों और संबंधित पहुंच नियंत्रण तंत्र में सक्षम पोर्ट/इंटरफ़ेस का सत्यापन और वेधता 3. इंटरफ़ेस सक्षम होने की स्थिति में उनके प्रासंगिक हार्डवेयर आधारित डिबगर्स और एक्सेस कंट्रोल तंत्र का उपयोग करके सभी पोर्ट और यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस को सक्षम/अक्षम करने को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण। 4. डिबगिंग इंटरफेस के बारे में विक्रेता के दावे को मान्य करने के लिए विनिर्माण सुविधा की प्रक्रिया लेखा परीक्षा जो प्रावधान	विक्रेता द्वारा निम्नलिखित को उपलब्ध करना होगा: 1. डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट। 2. उत्पादन उपकरणों में सक्षम पोर्ट/इंटरफ़ेस से संबंधित दस्तावेज़ीकरण और उसकी सुरक्षा के लिए संबंधित एक्सेस नियंत्रण तंत्र। 3. डिवाइस के विनिर्माण/प्रावधान की प्रक्रिया प्रवाह

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			के दौरान बंद/अक्षम हैं। [उदाहरण के लिए, ब्लॉक कनेक्शन आरेख के माध्यम से होस्ट माइक्रोकंट्रोलर के बीच पिन कनेक्शन और विभिन्न उप घटकों/परिधीय के साथ इसकी बातचीत को दर्शाया गया है।]	
		1.4 सत्यापित करें कि विश्वसनीय निष्पादन लागू और सक्षम है, यदि डिवाइस एसओसी या सीपीयू पर उपलब्ध है।	विक्रेता द्वारा प्रस्तुत एसओसी डेटाशीट और तकनीकी दस्तावेज के माध्यम से डिवाइस में टीईई/एसई/टीपीएम उपलब्ध है या नहीं, इसकी पहचान करना। आगे का मूल्यांकन डिवाइस पर लागू परिदृश्यों के आधार पर किया जाता है जैसा कि नीचे परिभाषित किया गया है: **स्थिति 1: टीईई/एसई/टीपीएम उपलब्ध नहीं है:** कोई और अग्रिम मूल्यांकन नहीं **स्थिति 2: टीईई/एसई/टीपीएम उपलब्ध और सक्षम है:** कोड-समीक्षा के माध्यम से सत्यापन कि क्रिप्टो फ़ंक्शन को टीईई/एसई/टीपीएम एपीआई के माध्यम से बुलाया जाता है। **स्थिति 3: टीईई/एसई/टीपीएम उपलब्ध है लेकिन विक्रेता द्वारा सक्षम नहीं किया गया है:** आवश्यकता के अनुरूप न होने के रूप में करार दिया गया। टीईई/एसई/टीपीएम को सक्षम और कार्यान्वित करने के लिए ओईएम की आवश्यकता होती है।	विक्रेता द्वारा निम्नलिखित को उपलब्ध कराना होगा: 1. डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट। 2. डिवाइस का उपयोगकर्ता मैनुअल/तकनीकी विनिर्देश 3. टीईई एपीआई कॉल के कोड स्निपेट, जहां भी लागू हो
		1.5 सत्यापित करें कि संवेदनशील डेटा, निजी कुंजियाँ और प्रमाणपत्र एक सुरक्षित तत्व, टीपीएम, टीईई (विश्वसनीय निष्पादन पर्यावरण) में सुरक्षित रूप से संग्रहीत हैं, या सुदृढ़ क्रिप्टोग्राफी का उपयोग करके संरक्षित हैं।	डिवाइस इको-सिस्टम, संवेदनशील डेटा और उनके भंडारण तंत्र में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की पहचान करना; और इसके माध्यम से सत्यापन करना : • ओईएम टीम की उपस्थिति में परीक्षण • कोड समीक्षा • कुंजी-जीवन चक्र प्रक्रिया संबंधी प्रक्रिया लेखा परीक्षा	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. डिवाइस इकोसिस्टम में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की सूची 2. डिवाइस में सक्षम किए जाने वाले सुरक्षित कॉन्फ़िगरेशन के साथ कार्यान्वित सभी संवेदनशील डेटा की उनके इच्छित उपयोग और सुरक्षित भंडारण तंत्र (ओं) के साथ सूची। 3. मुख्य प्रबंधन जीवन चक्र (उद्देश्य, उत्पादन, भंडारण, विनाश/शून्यीकरण, वैधता, कुंजी परिवर्तन/रोटेशन) निजी कुंजी

				और प्रमाणपत्र।
		1.6 टैम्पर रेसिस्टेंस और/या टैम्पर का पता लगाने वाली सुविधाओं की उपस्थिति सत्यापित करें।	सॉफ़्टवेयर और हार्डवेयर से टैंपरिंग को रोकने के लिए डिवाइस में लागू किए गए उपायों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. सॉफ्टवेयर से टैंपरिंग रोकने के लिए डिवाइस संबंधी उपलब्ध उपाय। 2. हार्डवेयर से टैंपरिंग रोकने के लिए डिवाइस संबंधी उपलब्ध उपाय।
		1.7 चिप निर्माता द्वारा प्रदान की गई कोई भी उपलब्ध बौद्धिक संपदा सुरक्षा तकनीक सक्षम है।	यदि उपलब्ध हो तो चिप निर्माता द्वारा प्रदान की गई बौद्धिक संपदा सुरक्षा तकनीकों को सक्षम करने के लिए ओईएम टीम की उपस्थिति में परीक्षण।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. एसओसी की डेटाशीट 2. चिप निर्माता द्वारा प्रदान की गई बौद्धिक संपदा संरक्षण प्रौद्योगिकियों के संबंध में दस्तावेज़ीकरण, जिन्हें सक्षम किया गया है। 3. यदि चिप निर्माता द्वारा कोई बौद्धिक संपदा संरक्षण तकनीक प्रदान नहीं की जा रही है, तो एक घोषणा जिसमें समरूप बात हो।
		1.8 सत्यापित करें कि डिवाइस लोड करने से पहले बूट छवि हस्ताक्षर को सत्यापित करता है।	निम्नलिखित को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना : 1. वैध बूट छवि प्रदान किए जाने पर डिवाइस दस्तावेज़ीकृत सुरक्षित बूट प्रक्रिया के साथ सफलतापूर्वक बूट हो जाता है। 2. छेड़छाड़ की गई बूट छवि (जैसे मिसिंग हस्ताक्षर, अमान्य हस्ताक्षर) प्रदान किए जाने पर डिवाइस बूट नहीं होता है।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. एसओसी की डेटाशीट 2. सुरक्षित बूट के संबंध में डिवाइस के तकनीकी विनिर्देश (इसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र ', हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए।)
		1.9 एम्बेडेड डिवाइस पर क्रिप्टोग्राफ़िक रूप से सुरक्षित छद्म-यादृच्छिक संख्या जनरेटर के उपयोग को सत्यापित करें (उदाहरण के लिए, चिप-प्रदत्त यादृच्छिक संख्या जनरेटर का उपयोग करके)।	डिवाइस में उपयोग किए जा रहे यादृच्छिक संख्या जनरेटर के संबंध में विक्रेता द्वारा प्रदान किए गए दस्तावेज़ का सत्यापन करना। कोड-समीक्षा के माध्यम से सत्यापन कि डिवाइस में यादृच्छिक संख्या जनरेटर या संबंधित लाइब्रेरी का उपयोग किया जा रहा है।	विक्रेता को अपने इच्छित उपयोग के साथ डिवाइस में उपयोग किए जा रहे यादृच्छिक जेनरेटर (या तो हार्डवेयर आधारित या सॉफ़्टवेयर आधारित या दोनों) के संबंध में दस्तावेज़ प्रस्तुत करना होगा। यदि हार्डवेयर आधारित यादृच्छिक संख्या जनरेटर का उपयोग किया जा रहा है, तो विक्रेताओं को निम्नलिखित प्रस्तुत करना होगा: 1. एसओसी की डेटाशीट 2. यादृच्छिक जनरेटर के संबंध में डिवाइस की तकनीकी विशिष्टताएँ यदि सॉफ्टवेयर आधारित

				यादृच्छिक संख्या जनरेटर का उपयोग किया जा रहा है, तो विक्रेताओं को इसके लिए उपयोग की जाने वाली लाइब्रेरी प्रदान करनी होगी।
2.	सॉफ्टवेयर/फर्मवेयर	2.1 सत्यापित करें कि एएसएलआर और डीईपी जैसे मेमोरी सुरक्षा नियंत्रण एम्बेडेड/आईओटी ऑपरेटिंग सिस्टम द्वारा सक्षम हैं, यदि लागू हो।	कमांड लाइन-आधारित टूल/कमांड या डीईपी, ईएमईटी टूल जैसे किसी अन्य ओपन-सोर्स टूल का उपयोग करके डिवाइस में उपलब्ध और सक्षम घोषित मेमोरी सुरक्षा नियंत्रणों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना।	विक्रेता को डिवाइस में उपलब्ध और सक्षम मेमोरी सुरक्षा नियंत्रणों की घोषणा प्रस्तुत करनी होगी।
		2.2 सत्यापित करें कि फ़र्मवेयर ऐप्स ट्रांसपोर्ट लेयर सुरक्षा का उपयोग करके ट्रांज़िट में डेटा की सुरक्षा करते हैं।	1. यह सत्यापित करना कि सुरक्षित संचार स्थापित करने के लिए सुदृढ़ एन्क्रिप्शन एल्गोरिदम और सुरक्षित टीएलएस संस्करण डिवाइस द्वारा समर्थित है। 2. यह सत्यापित करना कि डिवाइस सर्वर के टीएलएस प्रमाणपत्र को ठीक से मान्य करता है ताकि यह सुनिश्चित हो सके कि यह विश्वसनीय है और इसके साथ छेड़छाड़ नहीं की गई है। 3. सुभेद्यताओं का परीक्षण जो टीएलएस कनेक्शन की सुरक्षा को प्रभावित कर सकता है जैसे पैडिंग ऑरिकल हमले, या सुभेद्य सिफर सुइट्स। 4. खुले पॉर्ट्स की पहचान करने के लिए एनएमएपी जैसे टूल का उपयोग करना जिसके माध्यम से डिवाइस तक पहुंचा जा सकता है जिससे अनपेक्षित डेटा पुनर्प्राप्ति हो सकती है। 5. यह सत्यापित करना कि टीएलएस सत्र बर्पसुइट जैसे टूल का उपयोग करके मैन-इन-द-मिडिल हमलों का उपयोग करके नेटवर्क ट्रैफ़िक के अवरोधन और डिक्रिप्शन के प्रयासों के लिए प्रतिरोधी हैं।	विक्रेता ट्रांसपोर्ट लेयर सुरक्षा से संबंधित एप्लिकेशन और फर्मवेयर में उपलब्ध कॉन्फ़िगरेशन से संबंधित विनिर्देश और दस्तावेज प्रस्तुत करेगा।
		2.3 सत्यापित करें कि फ़र्मवेयर ऐप्स सर्वर कनेक्शन के डिजिटल हस्ताक्षर को मान्य करते हैं।	1. उन परिदृश्यों की पहचान करना जब डिवाइस बाह्य दुनिया के साथ सर्वर कनेक्शन स्थापित करता है और निम्नलिखित की पुष्टि करता है:	विक्रेता को उपयोग के मामलों का उल्लेख करते हुए एक दस्तावेज़ प्रस्तुत करना होगा जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है, जिसमें सर्वर कनेक्शन के डिजिटल

			• सुरक्षित सर्वर कनेक्शन और डिजिटल हस्ताक्षर सत्यापन से संबंधित सुरक्षा सुविधाएँ, जैसे सुदृढ़ साईफर सुइट्स, सुरक्षित टीएलएस संस्करण, एसएसएल पिनिंग आदि कोड वॉकथ्रू द्वारा समर्थित हैं। • डिवाइस में उचित प्रमाणपत्र सत्यापन, प्रमाणपत्र श्रृंखला सत्यापन और प्रमाणपत्र निरस्तीकरण जांच लागू की जाती हैं। 2. सुभेद्धताओं का परीक्षण जो टीएलएस कनेक्शन की सुरक्षा को प्रभावित कर सकता है जैसे पैडिंग ऑरेकल हमले, या सुभेद्ध सिफर सुइट्स। 3. खुले पोर्ट की पहचान करने के लिए एनएमएपी जैसे टूल का उपयोग करना जिसके माध्यम से डिवाइस तक पहुंचा जा सकता है जिससे अनपेक्षित डेटा पुनर्प्राप्ति हो सकती है। 4. यह सत्यापित करना कि टीएलएस सत्र बर्पसुइट जैसे उपकरणों का उपयोग करके मैन-इन-द-मिडिल हमलों का उपयोग करके नेटवर्क ट्रैफ़िक के अवरोधन और डिक्रिप्शन के प्रयासों के लिए प्रतिरोधी हैं।	हस्ताक्षरों को मान्य करते समय सुरक्षा उपायों के बारे में विस्तृत जानकारी होगी।
		2.4 सत्यापित करें कि प्रतिबंधित सी फ़ंक्शंस के किसी भी उपयोग को उचित सुरक्षित समकक्ष फ़ंक्शंस के साथ बदल दिया गया है।	निम्नलिखित में से किसी भी दृष्टिकोण के माध्यम से लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण का उपयोग करके ओईएम टीम की उपस्थिति में सुरक्षित कोड समीक्षा [स्वचालित और मैन्युअल दोनों]: 1. फ़र्मवेयर कोड के साथ विक्रेता द्वारा मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण को	विक्रेता द्वारा उपलब्ध करना होगा: 1. कोड समीक्षा के लिए फ़र्मवेयर बायनेरिज़। 2. आंतरिक कोड समीक्षा रिपोर्ट

			अपने सिस्टम में स्थापित करना। [अनुशंसित] 2. विक्रेता द्वारा फर्मवेयर कोड और उनके पास उपलब्ध किसी भी लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के प्रतिनिधियों की उपस्थिति में कोड समीक्षा गतिविधि का प्रदर्शन करना। 3. मूल्यांकन एजेंसी को उनके पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण स्थापित करने के लिए विक्रेता साइट पर सिस्टम की रिमोट एक्सेस प्रदान करना। 4. विक्रेताओं के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ फर्मवेयर कोड वाले मूल्यांकन एजेंसी को विक्रेता साइट पर सिस्टम की दूरस्थ अभिगम प्रदान करना।	
		2.5 सत्यापित करें कि प्रत्येक फर्मवेयर तृतीय पक्ष के घटकों, संस्करण और प्रकाशित सुभेद्धताओं को सूचीबद्ध करने वाली सामग्री का एक सॉफ्टवेयर बिल रखता है।	फ़र्मवेयर पर एफ़एसीटी जैसे स्वचालित उपकरण चलाकर तृतीय-पक्ष घटकों की प्रस्तुत सूची का सत्यापन करना। सार्वजनिक रूप से उपलब्ध सुभेद्यता डेटाबेस के माध्यम से तीसरे पक्ष के घटकों में सुभेद्धताओं की पहचान करना तृतीय पक्ष के घटकों में किसी भी ज्ञात सुभेद्धता को दूर करने के लिए फर्मवेयर के लिए नियमित सुरक्षा अपडेट और पैच प्रदान करने के लिए विक्रेता द्वारा परिभाषित प्रक्रिया का सत्यापन और वैधता।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. तृतीय पक्ष के घटकों और संस्करणों सहित सामग्री के सॉफ़्टवेयर बिल की जानकारी के लिए दस्तावेज़ीकरण करना। 2. निम्नलिखित के लिए संगठन प्रक्रिया और नीतियां: • तृतीय पक्ष के घटकों में पहचानी गई किसी भी सुभेद्धता को संबोधित करना और ठीक करना। • ग्राहकों को सुरक्षा मुद्दों या सुभेद्धताओं के बारे में सूचित करना और उसके लिए सुरक्षा अद्यतन और पैच प्रदान करना। 3. उपकरणों के लिए जारी किए गए पैच/फिक्स के साथ फर्मवेयर और तृतीय-पक्ष बाइनरी, लाइब्रेरी और फ्रेमवर्क को बनाए रखने के लिए कॉन्फ़िगरेशन प्रबंधन प्रणाली और संबंधित नीतियां।
		2.6 हार्डकोडेड क्रेडेंशियल्स (बैकडोर) के लिए तृतीय-पक्ष बायनेरिज़, लाइब्रेरीज़,	निम्नलिखित में से किसी भी दृष्टिकोण के माध्यम से लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण का उपयोग करके स्वतंत्र सुरक्षित	विक्रेता द्वारा उपलब्ध करना होगा: 1. कोड समीक्षा के लिए फ़र्मवेयर बायनेरिज़।

		फ्रेमवर्क सहित सभी कोड की समीक्षा की जाती है।	कोड समीक्षा [स्वचालित और मैन्युअल दोनों]: 1. फ़र्मवेयर कोड के साथ विक्रेता द्वारा मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण को अपने सिस्टम में स्थापित करना। [अनुशंसित] 2. विक्रेता द्वारा फर्मवेयर कोड और उनके पास उपलब्ध किसी भी लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के प्रतिनिधियों की उपस्थिति में कोड समीक्षा गतिविधि का प्रदर्शन करना। 3. मूल्यांकन एजेंसी को उनके पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण स्थापित करने के लिए विक्रेता साइट पर सिस्टम की दूरस्थ पहुंच प्रदान करना। 4. विक्रेताओं के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ फर्मवेयर कोड वाले मूल्यांकन एजेंसी को विक्रेता साइट पर सिस्टम की दूरस्थ पहुंच प्रदान करना।	2. आंतरिक कोड समीक्षा रिपोर्ट
		2.7 सत्यापित करें कि फ़र्मवेयर ऐप्स डिजिटल हस्ताक्षर को किसी विश्वसनीय सर्वर पर पिन करते हैं।	1. उन परिदृश्यों की पहचान करना जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है और निम्नलिखित की पुष्टि करता है: • सुरक्षित सर्वर कनेक्शन और डिजिटल हस्ताक्षर सत्यापन से संबंधित सुरक्षा सुविधाएँ, जैसे सुदृढ़ सिफर सुइट्स, सुरक्षित टीएलएस संस्करण, एसएसएल पिनिंग आदि कोड वॉकथ्रू द्वारा समर्थित हैं। • डिवाइस में उचित प्रमाणपत्र सत्यापन, प्रमाणपत्र श्रृंखला सत्यापन और प्रमाणपत्र निरस्तीकरण जांच लागू की जाती हैं	विक्रेता को उपयोग के मामलों का उल्लेख करते हुए एक दस्तावेज़ प्रस्तुत करना होगा जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है, जिसमें सर्वर कनेक्शन के डिजिटल हस्ताक्षरों को मान्य करते समय सुरक्षा उपायों के बारे में विस्तृत जानकारी होगी।

		2.8 (वर्बोज़ डिबगिंग प्रतीकों को हटाने) में बाधा डालने के लिए सुरक्षा नियंत्रण मौजूद हैं।	फ़र्मवेयर रिवर्स इंजीनियरिंग में बाधा डालने के लिए विक्रेता द्वारा प्रदान किए गए सुरक्षा नियंत्रणों को सत्यापित करने के लिए, ओईएम टीम की उपस्थिति में परीक्षण करना।	फ़र्मवेयर रिवर्स इंजीनियरिंग में बाधा डालने के लिए विक्रेता को सुरक्षा नियंत्रण के संबंध में दस्तावेज़ प्रस्तुत करना होगा।
		2.9 सत्यापित करें कि फ़र्मवेयर अपडेट प्रक्रिया समय जांच बनाम उपयोग के समय के हमलों के प्रति संवेदनशील नहीं है।	डिवाइस में लागू किए गए उपायों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण किया गया, ताकि इसे समय- समय पर उपयोग किए जाने वाले हमलों के प्रति प्रतिरोधी बनाया जा सके।	विक्रेता को डिवाइस में लागू किए गए उपायों को प्रस्तुत करना होगा ताकि इसे समय-जांच बनाम उपयोग के समय के हमलों के प्रति प्रतिरोधी बनाया जा सके।
		2.10 सत्यापित करें कि डिवाइस इंस्टॉल करने से पहले कोड साइनिंग का उपयोग करता है और फ़र्मवेयर अपग्रेड फ़ाइलों को मान्य करता है।	निम्नलिखित को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना : क. वैध अपडेट पैकेज उपलब्ध कराए जाने पर डिवाइस दस्तावेज़ीकृत सुरक्षित अपग्रेड प्रक्रिया के साथ सफलतापूर्वक अपडेट हो जाता है। ख. छेड़छाड़ किए गए अपडेट पैकेज (जैसे मिसिंग हस्ताक्षर, अमान्य हस्ताक्षर) प्रदान किए जाने पर डिवाइस बूट नहीं होता है।	विक्रेता को सुरक्षित फ़र्मवेयर अपग्रेड प्राप्त करने की प्रक्रिया प्रस्तुत करनी होगी जिसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र ", हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए।
		2.11 सत्यापित करें कि डिवाइस को वैध फर्मवेयर के पुराने संस्करण (एंटी-रोलबैक) में डाउनग्रेड नहीं किया जा सकता है।	यह सत्यापित करने के लिए कि डिवाइस को वैध फर्मवेयर के पुराने संस्करणों (एंटी-रोलबैक) में डाउनग्रेड नहीं किया जा सकता है, ओईएम टीम की उपस्थिति में परीक्षण किया जा रहा है।	विक्रेता को सुरक्षित फ़र्मवेयर अपग्रेड प्राप्त करने की प्रक्रिया प्रस्तुत करनी होगी जिसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र ", हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए।
		2.12 सत्यापित करें कि फ़र्मवेयर पूर्वनिर्धारित शेड्यूल पर स्वचालित फ़र्मवेयर अपडेट कर सकता है।	सत्यापन लागू परिदृश्य के अनुसार किया जाएगा: **स्थिति 1: स्वचालित ओटीए अपडेट उपलब्ध हैं:** इन-फील्ड उपकरणों को स्वचालित अपडेट/अपग्रेड जारी करने के लिए एक मानक संचालन प्रक्रिया विक्रेता द्वारा प्रस्तुत की जानी आवश्यक है जिसका मूल्यांकन, मूल्यांकन एजेंसी द्वारा सी20, सी21 और सी22 सुरक्षा आवश्यकता के अनुसार किया जा सकता है।	विक्रेता निम्नलिखित प्रदान करेगा: विक्रेता द्वारा निम्नलिखित को प्रस्तुत कराना होगा: 1. उपलब्ध अपडेट के तरीके यानी स्वचालित, मैन्युअल या दोनों। 2. उपकरणों को अपडेट जारी करने के संबंध में संगठनात्मक प्रक्रिया और नीतियां।

			स्थिति 2: स्वचालित ओटीए अपडेट उपलब्ध नहीं हैं और विक्रेता मैन्युअल अपडेट प्रदान करता है: इन-फील्ड डिवाइसों में मैन्युअल अपडेट/अपग्रेड जारी करने के लिए विक्रेता द्वारा एक मानक संचालन प्रक्रिया प्रस्तुत की जानी आवश्यक है जिसका मूल्यांकन, मूल्यांकन एजेंसी द्वारा सी20, सी21 और सी22 सुरक्षा आवश्यकता के अनुसार किया जा सकता है।	
3.	सुरक्षित प्रक्रिया अनुरूपता	3.1 सत्यापित करें कि वायरलेस संचार परस्पर प्रमाणित हैं।	विक्रेता द्वारा दस्तावेज़ में निर्धारित आपसी प्रमाणीकरण की प्रक्रिया को सत्यापित करने के लिए, ओईएम टीम की उपस्थिति में परीक्षण करना।	विक्रेताओं को वायरलेस संचार शुरू होने पर डिवाइस में लागू पारस्परिक प्रमाणीकरण की प्रक्रिया के संबंध में दस्तावेज़ प्रदान करना होगा। यदि डिवाइस वायरलेस संचार का समर्थन नहीं करता है, तो विक्रेता को इसके लिए एक घोषणा पत्र प्रदान करना होगा।
		3.2 सत्यापित करें कि वायरलेस संचार एक एन्क्रिप्टेड चैनल पर भेजा जाता है।	संचार प्रक्रिया सत्यापन में उपयोग किए जा रहे सभी सुरक्षा तंत्रों की पहचान करना: • ओईएम टीम की उपस्थिति में परीक्षण करना • कोड समीक्षा • कुंजी-जीवन चक्र प्रक्रिया संबंधी प्रक्रिया लेखा परीक्षा लेखा परीक्षा	संचार के वायरलेस मोड के माध्यम से भेजे जाने वाले डेटा से छेड़छाड़ को रोकने के लिए विक्रेताओं को डिवाइस में लागू सुरक्षा उपायों के संबंध में दस्तावेज उपलब्ध कराने होंगे। यदि डिवाइस वायरलेस संचार का समर्थन नहीं करता है, तो विक्रेता को इसके लिए एक घोषणा पत्र प्रदान करना होगा।
		3.3 सत्यापित करें कि क्या डिवाइस के घटकों की सोर्सिंग के लिए विश्वसनीय स्रोतों का उपयोग किया जा रहा है यानी महत्वपूर्ण हार्डवेयर घटकों (एसओसी जैसे सुरक्षा कार्यों से संबंधित) के लिए सामग्रियों के प्रबंधित बिल के माध्यम से विश्वसनीय आपूर्ति श्रृंखला का उपयोग किया जा रहा है।		विक्रेता को महत्वपूर्ण हार्डवेयर घटकों (एसओसी जैसे सुरक्षा कार्यों से संबंधित) के लिए सामग्री का बिल प्रस्तुत करना होगा।
		3.4 आपूर्ति श्रृंखला जोखिम की पहचान,		विक्रेता निम्नलिखित प्रस्तुत करेगा: आपूर्ति श्रृंखला जोखिम की

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		मूल्यांकन, प्राथमिकता और शमन आयोजित किया जाएगा। आपूर्ति शृंखला जोखिम/व्यवसाय निरंतरता योजना नीति दस्तावेज़, आपूर्ति शृंखला व्यवधान को संभालने के तरीके को दर्शाने वाली प्लेबुक, घटना के बाद के सारांश दस्तावेज़ प्रस्तुत करने और उन्हें प्रदर्शित करने की आवश्यकता है।		पहचान, मूल्यांकन, प्राथमिकता और शमन दस्तावेज़। आपूर्ति श्रृंखला जोखिम / व्यापार निरंतरता योजना नीति दस्तावेज, प्लेबुक जो दर्शाती है कि आपूर्ति श्रृंखला व्यवधान को कैसे संभालना है, घटना के बाद सारांश दस्तावेजों को प्रस्तुत करना।
		3.5 सत्यापित करें कि डिवाइस में कोई प्रप्राइइटेरी नेटवर्क प्रोटोकॉल का उपयोग नहीं किया जा रहा है। यदि हाँ, तो संपूर्ण कार्यान्वयन विवरण और उसके लिए स्रोत कोड प्रदान किया जाएगा।		डिवाइस में प्रयुक्त नेटवर्क प्रोटोकॉल के लिए दस्तावेज़।
4.	उत्पाद विकास चरण में सुरक्षा अनुरूपता	4.1 नकली शमन और मैलवेयर का पता लगाने में सहायता के लिए पीसीबीए और एसओसी स्तर तक डिजाइन और आर्किटेक्चर विवरण प्रदान किया जाएगा।		पीसीबीए और एसओसी स्तर तक डिज़ाइन और आर्किटेक्चर दस्तावेज़।
		4.2 उत्पाद विकास के हिस्से के रूप में खराब और नकली उत्पादों के लिए खतरा कम करने की रणनीतियों को लागू किया जाएगा।	प्रक्रिया और विधि के विरूपण साक्ष्य प्रस्तुत करने और उन्हें प्रदर्शित करने की आवश्यकता है।	
		4.3 कोड स्वीकृति और विकास प्रक्रियाओं के हिस्से के रूप में एक या अधिक अद्यतन मैलवेयर पहचान उपकरण नियोजित किए जाएंगे। अंतिम पैकेजिंग और प्रदायगी से पहले मैलवेयर पहचान	उन घटकों की सूची जिनकी पहचान टैनिंग/जालसाजी, सीएम टूल के ट्रैकिंग लक्ष्यों की आवश्यकता के रूप में की गई है। गुणवत्ता आश्वासन प्रक्रिया को प्रस्तुत करने और उसे प्रदर्शित करने की आवश्यकता है।	

		तकनीकों का उपयोग किया जाएगा (उदाहरण के लिए, एक या अधिक अद्यतन मैलवेयर पहचान उपकरणों का उपयोग करके मैलवेयर के लिए तैयार उत्पादों और घटकों को स्कैन करना)।		
		4.4 आपूर्ति श्रृंखला जोखिम की पहचान, मूल्यांकन, प्राथमिकता और शमन आयोजित किया जाएगा।		आपूर्ति श्रृंखला जोखिम / व्यापार निरंतरता योजना नीति दस्तावेज, प्लेबुक जो दर्शाती है कि आपूर्ति श्रृंखला व्यवधान को कैसे संभालना है, घटना के बाद सारांश दस्तावेजों को प्रस्तुत करने और उसी को प्रदर्शित करने की आवश्यकता है।

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW Division)

ORDER

New Delhi, the 9th April, 2024

Subject: Amendment to the "Electronics and Information Technology Goods (Requirement of Compulsory Registration) Order, 2021"

S.O. 1652(E).—In exercise of the powers conferred by sub-section (1) and (2) of section 16 read with sub section (3) of section 25 of the Bureau of Indian Standards Act, 2016, (11 of 2016), the Central Government is of the opinion that it is necessary or expedient so to do in the public interest, hereby makes the following amendments to the "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021":

2. For CCTV Camera, the following entry of Column (5) be added at S. No. 41 in the Schedule of the "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021.

Sr. No. (1)	Goods or Articles (2)	Indian Standard (3)	Title of Indian Standard (4)	Essential Requirement(s) (5)
41	CCTV Camera	IS 13252: Part 1: 2010	Information Technology Equipment - Safety General Requirements--	Essential Requirement(s) for CCTV as per Annexure

3. The provisions of "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021" shall apply on the Goods or articles as specified in the column (2) added to the schedule of the said Order by virtue of this notification, for conforming to the corresponding Essential Requirement(s) as specified in the column (5), on the expiry of six months from the date of publication of this notification in the Official Gazette. As per Scheme II of BIS Conformity Assessment Regulations, 2018, submission of test reports from BIS recognized labs, shall form a pre -requisite for obtaining license to use Standard Mark.

[F.No. W-43/11/2021-IPHW]

ASHA NANGIA, Group Coordinator & Scientist 'G'

Annexure

Essential Requirement(s) for Security of CCTV

Securing a CCTV (Closed-Circuit Television) system is crucial to protect sensitive information and ensure the system operates effectively. Key areas of testing include exposed network services, device communication protocols, physical access to the device's UART, JTAG, SWD, etc., the ability to extract memory and firmware, firmware update process security and storage and encryption of data. Here are brief requirements for the security of a CCTV system:

1. Physical Security - Use tamper-resistant camera enclosures and locking mechanisms to deter physical tampering.
2. Access Control by Authentication, Role-Based Access Control (RBAC) and regularly review and update access permissions to reflect personnel changes.
3. Network Security by employing encryption of data transmission
4. Software Security by Regular Updates, Disable Unused Features and Strong Password Policies
5. Penetration Testing: Employ penetration testing to assess the system's resistance to cyberattacks and address vulnerabilities.

Essential Security Requirements

Sr. No.	Category	Testing Parameter	What to be tested	Documents Required
1.	Hardware Level Security Parameter (supported by software)	1.1 Verify that application layer debugging interfaces such USB, UART, and other serial variants are disabled or protected by a complex password.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware-based debuggers and access control mechanisms in case the interface is enabled. 4. Process verification of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host	The vendor shall provide the following: a. Datasheet of the SoC being used in the device. b. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. c. Process flow of the Manufacturing/Provisioning of the device

			microcontroller and its interactions with various sub components/peripherals.]	
		1.2 Verify that cryptographic keys and certificates are unique to each individual device.	Identifying all the keys and certificates being used in the device eco-system and verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	Vendor shall submit the following: 1. List of all keys and certificates being used in the device ecosystem 2. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation)
		1.3 Verify that on-chip debugging interfaces such as JTAG or SWD are disabled or that available protection mechanism is enabled and configured appropriately.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware based debuggers and access control mechanisms in case the interface is enabled. 4. Process audit of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host microcontroller and its interactions with various sub components/peripherals.]	The vendor shall provide the following: a. Datasheet of the SoC being used in the device. b. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. c. Process flow of the Manufacturing/Provisioning of the device

		1.4 Verify that trusted execution is implemented and enabled, if available on the device SoC or CPU.	Identifying whether TEE/SE/TPM is available or not in the device through the SoC datasheet and technical documentation submitted by the vendor. Further assessment is done on the basis of scenarios as applicable to device as defined below: **CASE 1: TEE/SE/TPM is not available:** No further assessment **CASE 2: TEE/SE/TPM is available and enabled:** Verification through code-review that crypto functions are called through TEE/SE/TPM APIs. **CASE 3: TEE/SE/TPM is available but not enabled by the vendor:** Termed as non-conformance to the requirement. OEM is required to enable and implement the TEE/SE/TPM.	The vendor shall provide the following: 1. Datasheet of the SoC being used in the device. 2. User manual/ Technical specifications of the device 3. Code snippets of the TEE API call, wherever applicable
		1.5 Verify that sensitive data, private keys and certificates are stored securely in a Secure Element, TPM, TEE (Trusted Execution Environment), or protected using strong cryptography.	Identifying all the keys and certificates being used in the device eco-system, sensitive data and their storage mechanism(s); and verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	Vendor shall submit the following: 1. List of all keys and certificates being used in the device ecosystem 2. List of all the sensitive data with their intended usage and secure storage mechanism(s) as implemented along with secure configurations to be enabled in the device. 3. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation) private keys and certificates.
		1.6Verify the presence of tamper resistance and/or tamper detection features.	Testing, in presence of OEM team, to verify the measures implemented in the device to prevent software and hardware tampering.	Vendor shall submit the following: 1. Measures available in the device to prevent software tampering. 2. Measures available in the device to prevent hardware tampering.
		1.7 Verify that any available Intellectual	Testing, in presence of OEM team, to verify the enabling of the	Vendor shall submit the following: 1. Datasheet of the SoC

		Property protection technologies provided by the chip manufacturer are enabled.	Intellectual Property protection technologies provided by the chip manufacturer, if available.	2. Documentation regarding the Intellectual Property protection technologies provided by the chip manufacturer which have been enabled. 3. In case, no Intellectual Property protection technologies are being provided by the chip manufacturer, then a declaration stating the same.
		1.8 Verify the device validates the boot image signature before loading.	Testing, in presence of OEM team, to verify the following: 1. Device boots up successfully with the documented secure boot process when a valid boot image is provided. 2. Device does not boot up when a tampered boot image (like with missing signature, invalid signature) is provided.	Vendor shall submit the following: 1. Datasheet of the SoC 2. Technical specifications of the device regarding secure boot (should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.)
		1.9 Verify usage of cryptographically secure pseudo-random number generator on embedded device (e.g., using chip-provided random number generators).	Verification of the documentation provided by the vendor regarding the random number generators being used in the device. Verification through code-review that random number generators or related libraries as applicable are being used in the device.	Vendor shall submit the documentation regarding the random generators (either hardware based or software based or both) being used in the device with their intended usage. In case, hardware based random number generators are being used, vendors shall submit the following: 1. Datasheet of the SoC 2. Technical specifications of the device regarding random generators In case, software based random number generators are being used, vendors shall provide the libraries being used for the same.
2.	Software/Firmware	2.1 Verify that memory protection controls such as ASLR and DEP are enabled by the embedded/IoT operating system, if applicable.	Testing, in presence of OEM team, to verify the declared memory protection controls available and enabled in the device using command line-based tools/commands or any other open-source tool like DEP, EMET tool.	Vendor shall submit the declaration of the memory protection controls available and enabled in the device.
		2.2 Verify that the firmware apps protect data-in-transit using transport layer	1. Verifying that strong encryption algorithms and secure TLS version is supported by the device to establish secure	The vendor shall submit the specifications and documentation related to the configurations available in the applications and

		security.	communication. 2. Verifying that device properly validates the server's TLS certificate to ensure that it is trusted and has not been tampered with. 3. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites. 4. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 5. Verifying that theTLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	firmware related to transport layer security.
		2.3 Verify that the firmware apps validate the digital signature of server connections.	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device. 2. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites.	Vendor shall submit a document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections.

			3. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 4. Verifying that TLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	
		2.4 Verify that any use of banned C functions are replaced with the appropriate safe equivalent functions.	Secure code review [both automated and manual], in presence of OEM team, using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency. 3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	Vendor shall provide : 1. Firmware binaries for code review. 2. Internal code review reports
		2.5 Verify that each firmware maintains a software bill of materials cataloging third party	Verification of the submitted list of third-party components by running automated tools like FACT on the firmware. Identifying vulnerabilities	Vendor shall submit the following: 1. Documentation for information on software bill of materials, including third-party components and versions.

		components, versioning, and published vulnerabilities.	in the third-party component(s) through publically available vulnerability databases Verification and validation of the process defined by the vendor for providing regular security updates and patches for the firmware to address any known vulnerabilities in third-party components.	2. Organization process and policies for the following: • Addressing and patching any identified vulnerabilities in third-party components. • Informing the customers about the security issues or vulnerabilities and providing security updates and patches for the same. 3. Configuration management system and related policies for maintaining firmware and third-party binaries, libraries and frameworks along with the patches/fixes issued to the devices.
		2.6 Verify all code including third-party binaries, libraries, frameworks are reviewed for hardcoded credentials (backdoors).	Independent secure code review [both automated and manual] using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency. 3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	Vendor shall provide: 1. Firmware binaries for code review. 2. Internal code review reports

		2.7 Verify that the firmware apps pin the digital signature to a trusted server(s).	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device.	Vendor shall submit a document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections.
		2.7 Verify security controls are in place to hinder firmware reverse engineering (e.g.removal of verbose debugging symbols).	Testing, in presence of OEM team, to verify the security controls as provided by the vendor to hinder firmware reverse engineering.	Vendor shall submit the documentation regarding the security controls in place to hinder firmware reverse engineering.
		2.8 Verify that the firmware update process is not vulnerable to time-of-check vs time-of-use attacks.	Testing, in presence of OEM team, to verify the measures implemented in the device to make it resistant to time-of-check vs.time-of-use attacks.	Vendor shall submit the measures implemented in the device to make it resistant to time-of-check vs. time-of-use attacks.
		2.9 Verify the device uses code signing and validates firmware upgrade files before installing.	Testing, in presence of OEM team, to verify the following: 1. Device gets successfully updated with the documented secure upgrade process when a valid update package is provided. 2. Device does not boot up when a tampered update package (like with missing signature, invalid signature) is provided.	Vendor shall submit the process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.

		2.10 Verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Testing, in presence of OEM team, to verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Vendor shall submit the process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.
		2.11 Verify that firmware can perform automatic firmware updates upon a predefined schedule.	Verification shall be done as per the applicable scenario: **Case 1: Automatic OTA updates are available:** A standard operating procedure for issuing automatic updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement of OWASP open standard. **Case 2: Automatic OTA updates are not available and vendor provides manual updates:** A standard operating procedure for issuing manual updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement of OWASP open standard.	Vendor shall provide the following: 1. Modes of updates available i.e. automatic, manual or both. 2. Organizational process and policies regarding the issuing of updates to the devices.
3.	Secure Process Conformance	3.1 Verify that wireless communications are mutually authenticated.	Testing, in presence of OEM team, to verify the process of mutual authentication as laid down in the documentation by the vendor.	Vendors shall provide the documentation regarding the process of mutual authentication as implemented in the device when wireless communications are initiated. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.2 Verify that wireless communications are sent over an encrypted	Identifying all the security mechanisms being used in the communication process verification through:	Vendors shall provide the documentation regarding the security measures implemented in the device to prevent tampering of the data

		channel.	• Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	being sent through wireless mode of communication. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.3 Verify that whether trusted sources are being used for sourcing the components of the device i.e. trusted supply chain through a managed Bill of materials for critical hardware components (related to security functions like SoC) is in use.		Vendor shall submit Bill of materials for critical hardware components (related to security functions like SoC).
		3.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents need to be submitted and demonstrate the same.		Vendor shall submit the following: Supply chain risk identification, assessment, prioritization, and mitigation documents. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents.
		3.5 Verify the no proprietary network protocols are being used in the device. If yes, then complete implementation details and the source code for the same shall be provided.		Document for Network protocols used in the device.
4.	Security Conformance at	4.1 Design and architecture details till the PCBA and SoC		Design and architecture documents till the PCBA and SoC level.

	product development stage	level to be provided to aid in counterfeit mitigation and malware detection.		
		4.2 Threat mitigation strategies for tainted and counterfeit products shall be implemented as part of product development.	Process and method artifacts need to be submitted and demonstrate the same.	
		4.3 One or more up-to-date malware detection tools shall be deployed as part of the code acceptance and development processes. Malware detection techniques shall be used before final packaging and delivery (e.g., scanning finished products and components for malware using one or more up-to-date malware detection tools).	List of components that have been identified as requiring tracking targets of tainting/counterfeiting, CM tool. Quality assurance process need to be submitted and demonstrate the same.	
		4.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted.		Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents need to be submitted and demonstrate the same.

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MANOJ KUMAR VERMA

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Government of India
Ministry of Electronics and Information Technology
(IPHW Division)

Electronics Niketan,
6, CGO Complex,
Lodhi Road, New Delhi-110003.

Dated: 11 Mar, 2024

OFFICE MEMORANDUM

Subject: -Advisory on the Threat of Information Leakage through CCTV/ Video Surveillance system (VSS)/ Digital Video Recorders /Network Video Recorders-reg

The reference is made to the concerns raised by various Ministries/Departments regarding the security implications associated with the deployment of Closed-Circuit Television (CCTV) Cameras and the conduct of cyber auditing and testing of hardware pertaining to CCTV cameras and other Internet of Things (IoT) devices. The Ministry of Electronics and Information Technology (MeitY) has formulated comprehensive security guidelines for CCTV cameras as included in **Annexure 'A'**.

2. In light of these concerns, Government Ministries/Departments are strongly advised to adhere to the guidelines outlined within the ambit of the Public Procurement Orders to safeguard the overall security and integrity of CCTV Cameras and IoT Devices.

3. This issues with the approval of the Competent Authority.

(Asha Nangia)
Group Coordinator & Scientist-'G'
Ph. 011-24301965

To,

i) Secretaries of All Ministries/Department of Government of India

ii) Chief Secretaries/Administrators of Union Territories/National Capital Territory of Delhi

Annexture- 'A'

A video surveillance system, also known as Closed-Circuit Television (CCTV) system, is a collection of cameras and other related equipment used to monitor and record activities in a specific area commonly used for security and surveillance purposes.

2. Key components of a video surveillance system typically include cameras, (Analog, Digital, IP Cameras), Video Management System (VMS) Software, Storage (Network Video Recorders (NVRs) or Digital Video Recorders (DVRs)), Power Supply etc.

3. While these surveillance technologies undoubtedly offer a range of benefits and are valuable tools for monitoring and security, they also raise certain concerns and risks. Some of the growing risks associated with CCTV systems include data security, privacy breach, hacking and cyber-attack etc. Various incidents have also been reported due to security flaw in the surveillance cameras.

4. The cybersecurity is an ongoing process, so staying vigilant and keeping system up to date with the latest security practices can significantly enhance the security of CCTV system and protect it from potential threats and unauthorized access. In this regard, the following measures are advised to minimize the risk associated with CCTV surveillance system:

i) The Rules and regulations as applicable, notified by the Government or procurement of goods and services must be followed e.g.
   a) Public procurement Order (Make in India), 2017
   b) Electronics and Information Technology Goods (Requirement of Compulsory Registration) Order, 2021

ii) BIS has formulated Blank Detail Specification (BDS) for IS 16910 for performance requirements of CCTVs. The procuring government agency can stipulate their own technical requirements for the parameters listed in the BDS and the testing can be done as per the test methods prescribed in the standard.

iii) The procurement of Video Surveillance System from the brand having history of security breaches and data leakages should be avoided.

iv) **Hardware Security**: For the Hardware Security testing of CCTV cameras, the government agencies should use the testing infrastructure available with Standardization Testing and Quality Certification (STQC) Laboratory or any other agency notified by MeitY from time to time for testing the CCTVs as per the Essential Requirement(s) notified under the PPO for CCTV.

v) **Network Security**: The general cyber security practices for installation and monitoring should be also be adopted. Maintain the network isolation (Air-Gap) from the public network to minimize the risk of unauthorized access and potential cyberattacks. Wherever, air gap is not possible, Network segmentation, secure tunnel/Virtual Private Network (VPN) /Dedicated Lease Line etc. should be used for restricting access to CCTV systems and isolate them from critical infrastructure and sensitive data. Use MAC address binding to prevent the unauthorized access by unidentified devices.

vi) **Secure Physical Access:** Restrict physical access to the CCTV control room and equipment. Only authorized personnel should have access to the system. Use locks, access control systems, and surveillance measures to protect the equipment.

vii) **Strong Passwords:** Change default passwords immediately upon installation and use strong, unique passwords for all cameras, recorders, and access points. Avoid using easily guessable information or common words.

viii) **Regular Firmware Updates:** Manufacturers often release updates that address security vulnerabilities. Regularly check for updates and apply them promptly keeps the firmware and software of your CCTV devices up to date.

ix) **Encryption of Data:** Ensure all communication between cameras, recorders, and viewing devices is encrypted. This prevents unauthorized individuals from intercepting and accessing sensitive information.

x) **Disable Unused Features:** Turn off or disable any features and services that are not necessary for the proper functioning of the CCTV system. Each enabled feature potentially introduces another security vulnerability.

xi) **Secure Remote Access:** If remote access is required for maintenance or monitoring, implement a secure VPN (Virtual Private Network) for remote connections. Avoid exposing the system directly to the internet whenever possible. IPBEUs (IP-Based Encryption Unit) to safeguard data transmission between cameras and recording devices, Lease Line for dedicated and secure

network connectivity and Implementation of data diodes to ensure unidirectional flow of information, enhancing security.

xii) **Regular Auditing and Monitoring:** Monitor the CCTV system logs for unusual activities and potential security breaches. Regularly audit the system to ensure that everything is functioning correctly and there are no unauthorized access attempts.

xiii) **Physical Camera Security:** Position cameras in a way that prevents tampering and vandalism. Use vandal-resistant camera housings and install them in high and secure locations where they are less likely to be tampered with.

xiv) **User Access Control:** Implement a strict access control policy to limit the number of individuals who can access the CCTV system and its data. Assign different levels of access based on roles and responsibilities.

xv) **Data Storage and Retention:** Ensure proper data storage and retention policies are in place. Securely store recordings and define how long data should be retained before it gets automatically deleted. Data Storage should be in terms of storage duration (number of Days) based on operational requirements rather than storage capacity. The data storage of all CCTVs installed at Government Establishment/Public Places should be mandated to be within the India even if it is stored in cloud platforms.

xvi) **Staff Training:** Provide comprehensive training to employees and system administrators on security best practices. Make sure they understand the potential risks and how to mitigate them effectively.

xvii) **Regular Security Assessments:** Conduct periodic security assessments and penetration tests to identify vulnerabilities and weaknesses in the CCTV system. Address any issues discovered promptly.

xviii) **Tender/RFP** should encompass both Hardware and Software parts of the Bill of Materials (BoM) combined presenting comprehensive specifications for these components to facilitate the interoperability of the HW/SW as a whole in the VSs system. Model Technical Specifications/Guidelines for CCTVs/VSS issued by MHA from time to time, should be adopted while formulating the technical specifications for procurement of CCTV/VSS.

xix) **CCTV Device testing and certification:** CCTV Cameras (Analog/ IP/ Analog Speed Dome/ IP Speed Dome) should comply with the Essential Requirements (ERs) notified as part of the PPO for CCTV in Gazatte of India (EXTRAORDINARY, PART II—Section 3—Sub-section (ii) dated 7th March,

2024, at Sr. No. No. 1062) to ensure the security of the VSS / CCTV systems, as amended from time to time. The security testing certificate for CCTV/VSS to be issued by Standardisation Testing and Quality Certification (STQC) Laboratory or any other agency notified by MeitY from time to time. The validity of the test report issued by STQC Lab will be three years from the date of issue of the report.

5. In this regard, the Government Ministries, Departments are advised to instruct the Chief Information Security Officers (CISOs) of their respective organizations and subordinate organizations for enforcing the above measures to address the security threats of the CCTV network vulnerability and to ensure the overall security and integrity of CCTV/Video Surveillance Systems.

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रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

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संचार मंत्रालय
(दूरसंचार विभाग)
अधिसूचना

नई दिल्ली, 21 अक्तूबर, 2024

विषय: सरकारी अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश 2017- दूरसंचार उत्पादों, सेवाओं अथवा कार्यों संबंधी अधिसूचना - के संबंध में।

फा. सं. 18-10/2017-आईपी.—संदर्भ: i) औद्योगिक नीति एवं संवर्धन विभाग (डीआईपीपी) आदेश संख्या पी-45021/2/2017-बी.ई.-II दिनांक 15.06.2017

ii) औद्योगिक नीति और संवर्धन विभाग (डीआईपीपी) आदेश सं. पी-45021/2/2017-पीपी (बीई-II) संशोधन दिनांक 28.05.2018

iii) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017 (बी.ई.-II) संशोधन दिनांक 29.05.2019

iv) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017 (बी.ई.-II) संशोधन दिनांक 04.06.2020

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v) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017 (बी.ई.-II) संशोधन दिनांक 16.09.2020

vi) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017-पीपी (बी.ई.-II)-खंड(4) खंड.II संशोधन दिनांक 19.07.2024

सरकार ने पूर्ववर्ती औद्योगिक नीति और संवर्धन विभाग (डीआईपीपी) के दिनांक 15.06.2017 के आदेश संख्या पी-45021/2/2/2017-बीई-II के माध्यम से सरकारी अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता), आदेश 2017 (इसके बाद "पीपीपी-एमआईआई आदेश" के नाम से जाना गया) जारी किया था जिसे 'मेक इन इंडिया' को प्रोत्साहन देने और आय तथा रोज़गार बढ़ाने के उद्देश्य से भारत में वस्तुओं और सेवाओं के विनिर्माण और उत्पादन को बढ़ावा देने के लिए दिनांक 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 और 19.07.2024 के आदेशों द्वारा संशोधित किया गया था।

2. तदनुसार दूरसंचार विभाग ने एतद्वारा दिनांक 29.08.2018 और 31.08.2021 की अपनी पिछली अधिसूचना संख्या 18-10/2017-आईपी का अधिक्रमण करते हुए यह अधिसूचना जारी की है।

3. यह अधिसूचना कंपनी अधिनियम में यथा परिभाषित सरकारी कंपनियों सहित भारत सरकार के अधीन सभी संबद्ध अथवा अधीनस्थ कार्यालयों या स्वायत्त निकायों और/अथवा सभी केंद्रीय स्कीमों/केंद्रीय क्षेत्र की स्कीमों के अंतर्गत अधिप्राप्ति करने वाले राज्यों और स्थानीय निकायों द्वारा की गई अधिप्रापण के संबंध में लागू होगी जहां यह स्कीम पूर्ण रूप से या आंशिक रूप से भारत सरकार द्वारा वित्त पोषित की जाती है। यह अधिसूचना उन परियोजनाओं पर भी लागू होगी जिनमें डिजिटल भारत निधि द्वारा वस्तुओं, सेवाओं या कार्यों का वित्तपोषण किया जा रहा हो अथवा उन्हें बोलियों के माध्यम से आवंटित किया जा रहा हो।

4. डीपीआईआईटी के पीपीपी-एमआईआई आदेश दिनांक 19.07.2024 के खंड 2, 3 और 11 के अनुसार अधिसूचित किया जाता है कि **तालिका-क** में सूचीबद्ध दूरसंचार उत्पादों, सेवाओं और कार्यों में पर्याप्त स्थानीय क्षमता और स्थानीय प्रतिस्पर्धा है। श्रेणी-I के स्थानीय आपूर्तिकर्ता को तालिका-क में प्रत्येक मद के लिए निर्दिष्ट न्यूनतम घरेलू सामग्री कंटेंट (एमएलसी) की आवश्यकताओं को पूरा करना चाहिए। तालिका-क में प्रत्येक मद के संबंध में कुल घरेलू सामग्री (एलसी) में से डिजाइन के लिए एलसी प्रतिशत की अधिकतम सीमा भी विनिर्दिष्ट की गई है। इनपुट को घरेलू सामग्री (एलसी) के रूप में योग्यता प्राप्त करने के लिए शर्तें तालिका-ख में विनिर्दिष्ट की गई हैं।

5. डीपीआईआईटी के पीपीपी-एमआईआई आदेश दिनांक 19.07.2024 के खंड 2 क के अनुसार दूरसंचार और नेटवर्किंग उत्पादों के लिए पीएलआई स्कीम के अंतर्गत उत्पादों का निर्माण करने वाले और प्रोत्साहन प्राप्त करने वाले विनिर्माताओं की सूची समय-समय पर https://dot.gov.in/public-procurement-preference-make-india और https://pli-telecom.udyamimitra.in/ पर प्रकाशित और अपलोड की जाएगी। ऐसे विनिर्माताओं को विनिर्दिष्ट अवधि तक सूची में विनिर्दिष्ट उत्पादों के लिए श्रेणी-।। के स्थानीय आपूर्तिकर्ता माना जाएगा।

6. डीपीआईआईटी के पीपीपी-एमआईआई आदेश दिनांक 19.07.2024 के खंड 9 (क) के संदर्भ में निविदा, बोली या अनुरोध करते समय आपूर्तिकर्ता फार्म-1 में स्व-प्रमाणन संबंधी सूचना प्रदान करेगा जिसमें यह विनिर्दिष्ट किया जाएगा कि प्रस्तावित मद (मदें) न्यूनतम घरेलू सामग्री (सामग्रियां) की आवश्यकताओं को पूरा करती है और उस स्थान (स्थानों) का विवरण देगा जहां घरेलू मूल्य संवर्धन किया गया है।

7. डीपीआईआईटी के पीपीपी-पीएमआई आदेश दिनांक 19.07.2024 के खंड 9 (ङ) के संदर्भ में शिकायतों की जांच करने और यादृच्छिक आधार पर स्थानीय सामग्री के संबंध में स्व-घोषणाओं और लेखा परीक्षकों/लेखाकारों के प्रमाणपत्रों का स्वतंत्र रूप से सत्यापन करने के लिए एतद्वारा निम्नलिखित समिति का गठन किया गया है:

क) उप महानिदेशक (टीसी), टीईसी, नई दिल्ली	- अध्यक्ष
ख) निदेशक (तकनीकी), सी-डॉट	- सदस्य
ग) अध्यक्ष द्वारा चुना गया कोई अन्य सदस्य	- सदस्य

घ) डीजी, टीईपीसी - सदस्य

ङ) निदेशक (वित्त), दूरसंचार विभाग - सदस्य

च) निदेशक (आईपी) - सदस्य

छ) निदेशक, टीईसी - संयोजक

8. पीपीपी-एमआईआई के दिनांक 19.07.2024 के आदेश के खंड 9 (च) के संदर्भ में दो लाख रुपये का शिकायत शुल्क अथवा घरेलू रूप से आपूर्ति किए गए दूरसंचार उत्पादों, सेवाओं अथवा कार्यों के मूल्य का 1% (जो भी अधिक हो, अधिकतम 5 लाख रुपये तक) का भुगतान अनिवार्य रूप से डिमांड ड्राफ्ट अथवा ऑनलाइन द्वारा किया जाना चाहिए और शिकायतकर्ता की शिकायत के साथ दूरसंचार इंजीनियरिंग केंद्र (टीईसी) में जमा किया जाना चाहिए। यदि शिकायत गलत पाई जाती है तो शिकायत शुल्क जब्त कर लिया जाएगा। हालांकि यदि शिकायत आंशिक या पूर्ण रूप से सही पाई जाती है, तो शिकायतकर्ता का जमा शुल्क बिना किसी ब्याज के वापस कर दिया जाएगा।

9. समिति के निष्कर्षों को दिनांक 19.07.2024 के पीपीपी-एमआईआई के आदेश के खंड 9 के अनुसार उचित कार्रवाई के लिए प्रापण इकाई को भेजा जाएगा।

10. **तालिका-क** में सूचीबद्ध उत्पादों, सेवाओं अथवा कार्यों के लिए जिनके पास संबद्ध टीईसी जीआर / आईआर है, प्रापण इकाई को न्यूनतम आवश्यकता के रूप में संबंधित टीईसी जीआर / आईआर विनिर्दिष्ट करना होगा।

11. स्टार्ट-अप (उद्योग संवर्धन और आंतरिक व्यापार विभाग द्वारा पंजीकृत) के लिए पूर्व टर्नओवर और पूर्व अनुभव की शर्त में छूट दी जा सकती है बशर्ते कि स्टार्ट-अप आवश्यक गुणवत्ता और तकनीकी विशिष्टताओं को पूरा करता हो।

12. स्वदेशी प्रौद्योगिकियों का समर्थन और संवर्धन करने के लिए प्रूफ ऑफ कॉन्सेप्ट (पीओसी) को योग्यता अनुभव, जहां कहीं भी लागू हो, के विकल्प के रूप में निविदाओं और आरएफपी में शामिल किया जा सकता है।

13. उल्लेखनीय है कि देश में फिलहाल स्वदेशी प्रौद्योगिकी वाले 5जी उत्पादों का परीक्षण किया जा रहा है। तालिका-क की समय-समय पर समीक्षा की जाएगी और विनिर्माण क्षमता के आधार पर 5जी उत्पादों/वर्चुअल राउटर को शामिल करने पर विचार किया जाएगा। घरेलू विनिर्माताओं और उनके संघों (एसोसिएशन) को प्रोत्साहित किया जाता है ताकि वे दूरसंचार विभाग को समय-समय पर सक्रिय रूप से विनिर्माण क्षमता का साक्ष्य usip.hq-dot@gov.in पर ईमेल द्वारा उपलब्ध कराएं ताकि ऐसे उत्पादों को शामिल किया जा सके।

14. आयातित उत्पादों की पेशकश करने वाले बोलीदाता गैर-स्थानीय आपूर्तिकर्ताओं की श्रेणी में आएंगे। वे परिवहन, बीमा, स्थापना, कमीशनिंग, प्रशिक्षण और एएमसी/सीएमसी आदि जैसी बिक्री के बाद सेवा सहायता जैसी सेवाओं का स्थानीय मूल्यवर्धन के रूप में दावा करके स्वयं को श्रेणी-1 स्थानीय आपूर्तिकर्ता/श्रेणी-2 स्थानीय आपूर्तिकर्ता होने का दावा नहीं कर सकते।

15. यह अधिसूचना अधिसूचित होने की तारीख से लागू होगी। स्पष्ट किया जाता है कि इस अधिसूचना में निहित विशिष्ट शर्तों को छोड़कर समय-समय पर संशोधित सरकारी अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश 2017 की अन्य सभी शर्तें प्रभावी हैं और इनका सख्ती से पालन किया जाना है।

तालिका-क

क्र. सं.	**प्रोडक्ट केटेगरी**	**एचएसएन कोड**	**उत्पाद का विवरण**	**मिनिमम लोकल कंटेंट (एमएलसी) (% में)**	**कुल एलसी में से डिजाइन के लिए एलसी की अधिकतम सीमा (% में)**
1	एन्क्रिप्शन/ यूटीएम (यूनिफाइड थ्रेट मैनेजमेंट) प्लेटफ़ॉर्म (टीडीएम और आईपी)	85176290	टीडीएम (टाइम डिवीजन मल्टीप्लेक्स)	65	55
			आईपी (इंटरनेट प्रोटोकॉल)	65	55

2	आईपी/ एमपीएलएस कोर राउटर्स/ एज/एग्रीगेशन/ राउटर	85176290	आईपी एज, एग्रीगेशन और कोर राउटर (समग्र क्षमता <=1 टीबीपीएस)	60	40
			सेल साइट राउटर (सीएसआर); (कुल क्षमता ≤1.2 टीबीपीएस) जिसमें वर्चुअल राउटर शामिल हैं	60	40
			एसडी-डब्ल्यूएएन राउटर्स (एसडीएन केटेगरी) (इंटरफ़ेस =<10 जीबीपीएस)	60	40
3	मैनेज्ड लीज़्ड लाइन नेटवर्क इक्विपमेंट, आईपी बेस्ड एक्सेस सिस्टम-डीएसएल	85176290, 85176990	सेंट्रल ऑफिस इक्विपमेंट और डीएसएल/एचडीएसएल/एस-एचडीएसएल के सीपीई	60	40
4	ईथरनेट स्विचेज (एल2 और एल 3)	85176290	एल2/एल3 ईथरनेट स्विच 1-100 जीबीई स्टैकेबल / स्टैंडअलोन / मॉड्यूलर स्विच, कोर / डिस्ट्रीब्यूशन / एक्सेस लेयर्स (पीओई / पीओई + सहित) के लिए)	60	40
			इंडस्ट्रियल ग्रेड एलएएन 1, 10 जीबीई पीओई/पीओई+/ नॉन -पीओई स्विच (ईथरनेट पर पावर)	60	40
5	आईपी आधारित सॉफ्ट स्विच, आईएमएस, यूनिफाइड कम्युनिकेशन सिस्टम	85176290, 85176990	आईपी पीबीएक्स / यूनिफाइड कम्युनिकेशन सिस्टम (यूसीएस)	60	40
			यूसीएस (नॉन-आईएमएस बेस्ड):	60	40
6	वायरलेस पीएबीएक्स / आईपी पीबीएक्स	85176290	वायरलाइन पीएबीएक्स/सर्विस पीबीएक्स	65	45
7	मीडिया गेटवे	85176290, 85176990	मीडिया गेटवे	65	45
8	कस्टमर प्रीमाइसेस इक्विपमेंट (सीपीई) (वाई-फाई एक्सेस पॉइंटस, कम क्षमता वाले राउटर्स, मीडिया कन्वर्टर सहित),	85176290, 85176990	सीपीई (वाई - फाई अभिगम बिंदु और राउटर्स सहित),	50	30
			मीडिया कनवर्टर	50	30
			टीडीएम ओवर आईपी कनवर्टर	50	30

	सीपीई - एनएफवी / एसडीएन / लीज्ड-लाइन मोडेम		सीपीई - एनएफवी/एसडीएन (वर्चुअलाइज्ड सीपीई विथ क्लाउड मैनेजमेंट)	50	30
			लीज़्ड-लाइन मोडेम एन* 2एमबीपीएस/सर्विस	50	30
9	एसडीएच/ एनजी-एसडीएच	85176290	एसडीएच/एनजी-एसडीएच (एसटीएम 1/4/16/64)	65	45
10	ईथरनेट/एमपीएलएस- टीपी/ पैकेट ऑप्टिकल ट्रांसपोर्ट इक्विपमेंट /पीटीएन सिस्टम	85176290	एमपीएलएस- टीपी/ पैकेट ऑप्टिकल ट्रांसपोर्ट इक्विपमेंट/पीटीएन (विद और विदाउट ओटीएन इंटरफेसेस) सिस्टम्स	65	45
11	सीडब्ल्यूडीएम सिस्टम	85176290	सीडब्ल्यूडीएम (एनx100जी, एनx10जी)	60	40
12	डीडब्ल्यूडीएम सिस्टम	85176290, 85176270	डीडब्ल्यूडीएम (10जी तक) मक्स/डी मक्स ट्रांसपोंडर/मक्सपोंडर के साथ; आरओएडीएम (रेकॉन्फ़िगराबल ऑप्टिकल ऐड ड्राप मल्टीप्लेक्सर), पैसिव डीडब्ल्यूडीएम एमयूएक्स/डीएमयूएक्स	60	40
13	जीपीओएन/एक्सजीपीओएन इक्विपमेंट (ओएनटी और ओएलटी सहित)	85176290, 85172990	जीपीओएन/एक्सजीपीओएन इक्विपमेंट (ओएनटी और ओएलटी सहित)	60	40
14	एक्सजीएस-पीओएन इक्विपमेंट (ओएनटी और ओएलटी सहित)	85176290, 85172990	एक्सजीएस-पीओएन (10जी डीएस - 10जी यूएस) (ओएनटी और ओएलटी सहित)	60	40
15	एसडीएच/पीडीएच क्रॉस कनेक्टस	85176290	एसडीएच/पीडीएच क्रॉसकनेक्टेड (एसटीएम: 1/4/16/64; ई1/ई3/डीएस3; ईथरनेट इंटरफेसेस)	60	40
16	स्मॉल साइज रेडियो सब सिस्टम	85176290	माइक्रो 2जी बीटीएस	60	40
17		85176290, 85176990	मैक्रो ईनोड बी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार	60	40
			माइक्रो इनोडबी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार	60	40

	एलटीई/एलटीई-आर बेस्ड मोबाइल सिस्टम, इसके विभिन्न व्युत्पन्न के साथ		पिको इनोडबी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार	60	40
			होम बेस स्टेशन/ फेमटो	60	40
			ईपीसी	60	40
			4जी एनआईबी स्मॉल सेल	60	40
18	वाई-फाई बेस्ड ब्रॉडबैंड वायरलेस एक्सेस सिस्टम - इनडोर	85176290, 85176990	इनडोर एपी (802.11 एक्स एमआईएमओ, 2.4 और 5 गीगाहट्र्ज बैंड)	55	35
			इनडोर एपी (802.11 एसी एमआईएमओ, 2.4 और 5 गीगाहट्र्ज बैंड)	55	35
19	वाई-फाई बेस्ड ब्रॉडबैंड वायरलेस एक्सेस सिस्टम - आउटडोर	85176290, 85176990	आउटडोर एपी (802.11एसी - एमआईएमओ 2.4 और 5 गीगाहट्र्ज बैंड) - आईपी67 रेटेड	55	35
			आउटडोर एपी (802.11एक्स एमआईएमओ, 2.4 और 5 गीगाहट्र्ज बैंड)	55	35
20	वाई-फाई एक्सेस कंट्रोलर (विद इंटरऑपरेबिलिटी और मल्टी-वेंडर एपी सपोर्ट)	85176290	टाइप 1: <= 2000 एपी सपोर्ट	55	35
			टाइप 2: 5000 एपी सपोर्ट तक	55	35
21	ऑथेंटिकेशन, ऑथॉरिज़ेशन एंड एकाउंटिंग (एएए) सर्वर	85176290	एएए ब्लॉक (रेडियस)	50	35
			एएए ब्लॉक (रेडियस/डायमीटर)	50	35
22	रेडियो सिस्टम (आईपी/हाइब्रिड)	85176290	रेडियो सिस्टम (आईपी/हाइब्रिड) (5 गीगाहट्र्ज बैंड - लाइसेंस छूट बैंड)	55	35
23	सॉफ्टवेयर डिफाइंड रेडियो कॉग्निटिव रेडियो सिस्टम	85176290	रगेडाइज्ड हैंडहेल्ड, रगेडाइज्ड या नॉन-रगेडाइज्ड व्हीकल माउंट, पी2पी या पी2एमपी या मोबाइल एडहॉक टोपोलॉजी, अनलाइसेंसड बैंड ऑपरेशन	55	35
24	रिपीटर्स (आरएफ/आरएफ-ओवर-ऑप्टिकल), आईबीएस	85176290, 85177100	रिपीटर्स (आरएफ/आरएफ-ओवर-ऑप्टिकल), आईबीएस और डिस्ट्रिब्युटेड एंटीना	60	40

	और डिस्ट्रिब्यूटेड एंटीना सिस्टम (इनडोर/आउटडोर)		सिस्टम (इनडोर/आउटडोर) जिसमें सक्रिय और निष्क्रिय सहायक उपकरण शामिल हैं		
25	वीसैट टर्मिनल सबसिस्टम - ओडीयू/	85176290, 85256091	एंटीना	50	25
26	वीसैट हब सबसिस्टम	85256091	एनएमएस एच/डब्ल्यू और एस/डब्ल्यू	50	25
			एंटीना (>=7 मीटर) और सहायक उपकरण आदि	50	25
27	सैटेलाइट फोन (एस बैंड)	85176990	वॉयस और डेटा दोनों (9.6 केबीपीएस तक)	50	25
28	डिजास्टर कम्युनिकेशन सिस्टम्स आदि, जिसमें बैकपैक सैटेलाइट उत्पाद (एस बैंड) शामिल हैं	85176990	पोर्टेबल टर्मिनल वॉयस और डेटा (2 एमबीपीएस यूएल)	50	25
29	सैटेलाइट बेस्ड सिस्टम, टर्मिनल जिसमें लोकेशन, रिसोर्सेज ट्रैकिंग (एल, एस और के यू , के ए बैंड) शामिल हैं	85176990	टू वे एमएसएस डेटा टर्मिनल (सैटेलाइट रिसीवर विद लोकेशन डेटा) एस - बैंड (विभिन्न एप्लीकेशनों के लिए सैटेलाइट आईओटी डिवाइस यानी पोजीशन ट्रैकिंग, संदेश भेजना आदि)	50	25
			वन वे रिसीवर एमएसएस डेटा टर्मिनल (सैटेलाइट ट्रांसमीटर और रिसीवर - वन वे) एस - बैंड (सिंप्लेक्स / हाफ-डुप्लेक्स, मोबाइल सैटेलाइट सर्विस (एमएसएस) टर्मिनल, सैटेलाइट आईओटी डिवाइस)	50	25
30	टेलीकॉम नेटवर्क मैनेजमेंट सिस्टम (एनएमएस) इसके विभिन्न व्युत्पन्न के साथ	85176290		65	50
31	ऑप्टिकल फाइबर	9001000	सिंगल मोड	50	0
32	ऑप्टिकल फाइबर केबल	85447090	ऑप्टिकल फाइबर केबल (यूजी और ओएच)	55	0
33	टेलीकॉम पावर सिस्टम (सौर ऊर्जा सहित)	85176990	यूपीएस, पावर प्लांट, इन्वर्टर (सौर ऊर्जा सहित) 0.5-1500 केवीए/ पावर प्लांट: 1-2000 केवीए (मॉड्यूलर)	55	30

34	टेलीकॉम बैटरी (लीड एसिड)	85176990	5000 एएच तक लीड एसिड (वीआरएलए सहित)	55	30
35	आईपी ऑडियो/वीडियो फोन/एडेप्टर	85176990	आईपी ऑडियो / वीडियो फोन / एडाप्टर	50	15
36	आईपी/इंटरनेट सेट-टॉप बॉक्स	85176990	आईपी / इंटरनेट सेट-टॉप बॉक्स	55	35

एमएलसी%- मेक इन इंडिया दूरसंचार उत्पाद, सेवा या कार्य के रूप में अर्हता प्राप्त करने के लिए कुल सामग्री बिल (उत्पादन लागत) के प्रतिशत के रूप में न्यूनतम स्थानीय सामग्री।

तालिका-ख

दूरसंचार उत्पादों के विनिर्माण के लिए मुख्य इनपुट/स्टेज और घरेलू सामग्री (कंटेंट) के रूप में पात्र बनने के लिए इनपुट संबंधी शर्त

दूरसंचार उत्पादों के विनिर्माण के लिए मुख्य इनपुट/स्टेज *	**इनपुट को स्थानीय सामग्री के रूप में योग्य बनाने के लिए पूरी की जाने वाली शर्तें**
1) डिजाइन हार्डवेयर डिजाइन सॉफ्टवेयर डिजाइन और विकास	डिजाइन के लिए अधिकतम घरेलू कंटेंट (सामग्री) (एलसी) का प्रतिशत **तालिका-क (अंतिम कॉलम)** के अनुसार अतिरिक्त शर्तों के अधीन है जिसका दावा स्थानीय विनिर्माता द्वारा भारत में आईपीआर सृजित करने के लिए वहन की गई की गई /परिशोधित इन-हाउस/देश में आर एंड डी लागतों के आधार पर दूरसंचार उत्पादों के लिए किया जा सकता है हार्डवेयर डिजाइन के लिए बौद्धिक संपदा अधिकार (आईपीआर) भारत के पास है; एवं सॉफ्टवेयर डिजाइन एवं विकास का कॉपीराइट भारत के पास है।
2) कंपोनेंट इंटीग्रेटेड चिपस (आईसी) - प्रोसेसर, मेमोरी आदि। एक्टिव कंपोनेंट - ट्रांजिस्टर, डायोड आदि। पेसिव कंपोनेंट – रेजिस्टर, केपेसिटर, इंडक्टर आदि।	भारत में विनिर्मित होना चाहिए
3) पीसीबी फेब्रिकेशन	भारत में विनिर्मित होना चाहिए
4) केबल/चेसिस आदि चेसिस केबल रैक हीट सिंक एंक्लोजर	भारत में विनिर्मित होना चाहिए
5) आरएफ कंपोनेंट/सबसिस्टम डुप्लेक्सर/फिल्टर एंटीना	भारत में विनिर्मित होना चाहिए
6) असेंबली/इन्टीग्रेशन/टेस्टिंग#	**तालिका-क** में सूचीबद्ध दूरसंचार उत्पादों के संबंध में असेंबली/इन्टीग्रेशन/टेस्टिंग के लिए घरेलू स्थानीय सामग्री (कंटेंट) (एलसी) की अधिकतम सीमा कुल उत्पाद सामग्री के बिल की 10% होगी।
* उत्पाद में उपर्युक्त उल्लिखित कुछ/सभी इनपुट/स्टेज शामिल हो सकते हैं। घरेलू सामग्री (कंटेंट) की गणना करते समय केवल उन इनपुट/स्टेज पर विचार किया जाएगा जो दूरसंचार उत्पाद के विनिर्माण में प्रासंगिक हैं।	

#यदि किसी सिस्टम या सबसिस्टम को केवल असेंबल/इन्टीग्रेट/टेस्ट किया गया है, तो वास्तविक घरेलू सामग्री (कंटेंट) को सिस्टम/सबसिस्टम की 10% लागत के रुप में माना जाएगा।

फॉर्म 1

दूरसंचार उत्पाद, सेवाओं या कार्यों के लिए घरेलू सामग्री (कंटेंट) (एलसी) के संबंध में स्व-प्रमाणन का प्रारूप 100/- रुपये के गैर-न्यायिक स्टाम्प पेपर पर प्रस्तुत किया जाना है।

दिनांक:

मैं _____**पुत्र/श्री, पुत्री/श्री, पत्नी/श्री**, निवासी _____ एतद्वारा सत्यनिष्ठा से पुष्टि करता/करती हूं और निम्नलिखित घोषणा करता/करती हूं:

कि मैं दूरसंचार विभाग, भारत सरकार के दिनांक_____ की अधिसूचना संख्या:_____ द्वारा जारी किए गए निबंधन और शर्तों का पालन करने के लिए सहमत हूं।

यहां दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं एल.सी. का मूल्यांकन करने के प्रयोजन से प्रायण यूनिट या दूरसंचार विभाग, भारत सरकार द्वारा नामित किसी अन्य प्राधिकारी के समक्ष प्रासंगिक रिकॉर्ड प्रस्तुत करने का वचन देता हूँ।

मेरे द्वारा उक्त दूरसंचार उत्पादों/सेवाओं/कार्यों सहित सभी इनपुट की एलसी का सत्यापन किया गया है और मैं इसमें किए गए दावों की सत्यता के लिए जिम्मेदार हूं।

कि यदि यहां उल्लिखित दूरसंचार उत्पाद/सेवाओं/कार्यों की एलसी गलत पाई जाती है और निर्धारित एलसी मानदंडों को पूरा नहीं करती है तो दूरसंचार विभाग, भारत सरकार द्वारा नामित किसी प्राधिकारी के आकलन के आधार पर **मैं और मेरे सांविधिक लेखा परीक्षक या लागत लेखा परीक्षक (यदि लागू हो) ऐसे सभी असत्य/गलत तथ्यों और आंकड़ों के लिए दिनांक 19.07.2024 के डीपीआईआईटी पीपीपी-एमआईआई के आदेश के खंड (9) में विनिर्दिष्ट कार्रवाई के लिए उत्तरदायी होंगे।**

मैं 2 वर्ष की अवधि के लिए कंपनी के रिकॉर्ड में एलसी के लिए अपने दावे की पुष्टि करने के लिए विस्तृत विवरण/सूचना (प्रत्येक उत्पाद के लिए अलग से) रखने के लिए सहमत हूं और इसे किसी भी प्राधिकारी को सत्यापन के लिए उपलब्ध कराऊंगा। मैं अन्य घरेलू विनिर्माताओं/व्यापारियों से खरीदी गई मदों से संबंधित स्थानीय सामग्री (कंटेट) का रिकॉर्ड भी रखूंगा।

[कृपया निम्नलिखित सूचना उपलब्ध करावें]

i स्थानीय आपूर्तिकर्ता का नाम और विवरण (पंजीकृत कार्यालय, विनिर्माण यूनिट का स्थान, कानूनी संस्था की प्रकृति)

ii. वह तिथि जिस दिन यह प्रमाणपत्र जारी किया गया है

iii. दूरसंचार उत्पाद/सेवाएं/कार्य जिसके लिए प्रमाणपत्र प्रस्तुत किया गया है

iv. वह प्रायण एजेंसी जिसे प्रमाण पत्र प्रस्तुत किया गया है

v. दावा किए गए एलसी का प्रतिशत

vi. विनिर्माता यूनिट का नाम और संपर्क विवरण

vii. उत्पाद का विक्रय मूल्य

viii. उत्पाद की फैक्ट्री से बाहर कीमत

ix. माल ढुलाई, बीमा और हैंडलिंग

x. सामग्री का कुल बिल

xi. दूरसंचार उत्पाद/सेवाओं/कार्यों के विनिर्माण के लिए प्रयुक्त इनपुट की सूची और कुल लागत मूल्य

xii. स्थानीय रूप से प्राप्त इनपुट की सूची और कुल लागत। यदि इनपुट का उत्पादन इन-हाउस नहीं किया गया है तो कृपया स्थानीय आपूर्तिकर्ताओं से एलसी प्रमाणपत्र संलग्न करें।

xiii. प्रत्यक्ष या अप्रत्यक्ष रूप से आयातित इनपुट की सूची और लागत

मैं एतद्वारा प्रमाणित करता हूं कि उपर्युक्त आदेश के सभी प्रावधानों और सिद्धांतों/गणना के आधार को पढ़ने के बाद स्थानीय सामग्री (कंटेट) की गणना में निम्नलिखित शामिल नहीं है:

(क) आयातित वस्तुएं स्थानीय स्तर पर पुनर्विक्रेताओं (रिसेलर)/वितरक से प्राप्त की जाती हैं।

(ख) भारत से बाहर भुगतान की गई लाइसेंस फीस / रॉयल्टी / तकनीकी प्रभार

(ग) पुनःपैक किए गए/नवीनीकृत/पुनःब्रांडेड आयातित उत्पादों की खरीद/आपूर्ति

मैं अपने सर्वोत्तम ज्ञान और विश्वास के अनुसार यह भी प्रमाणित करता हूँ कि ऊपर दिए गए सभी विवरण सही और पूर्ण हैं। मैं दिनांक 19.07.2024 के डीपीआईआईटी पीपीपी-एमआईआई के आदेश और दिनांक …….. के डीओटी की पीपीपी-एमआईआई अधिसूचना के निबंधन और शर्तों का पालन करने के लिए सहमत हूँ।

मैं सहमत हूँ कि घरेलू सामग्री (कंटेट) के संबंध में कोई भी गलत घोषणा देने या एलसी के दावे को प्रमाणित करने में विफल होने पर दिनांक 19.07.2024 के डीपीआईआईटी पीपीपी-एमआईआई के आदेश के खंड (9) में विनिर्दिष्ट दंड लगाया जाएगा।

मैं यह भी प्रमाणित करता हूं तथा व्यक्तिगत जिम्मेदारी लेता हूं कि मैंने इस आदेश में निर्दिष्ट एलसी की गणनाओं और सिद्धांतों पर ध्यान दिया है तथा एलसी की घोषणा करने के बाद मैं किसी भी आधार पर इसमें परिवर्तन करने का प्रयास नहीं करूंगा। बोली प्रस्तुत करने के बाद एलसी की बोली में किसी भी आधार पर मेरे द्वारा किए गए कोई भी परिवर्तन से मेरी बोली अप्रसांगिक हो जाएगी और मैं ऐसे किसी भी परिवर्तन से उत्पन्न होने वाली सिविल/आपराधिक कार्रवाई के लिए स्वयं को उत्तरदायी मानूंगा। मुझे ज्ञात है मैं सहमत हूं कि बोली के बाद एलसी सामग्री में किया गया कोई भी परिवर्तन भविष्य के संविदाओं/बोलियों से फर्म को ब्लेकलिस्ट करने का वैध आधार भी होगा।

हस्ताक्षर:
नाम:
पदनाम: सीईओ/एमडी
पता:
ईमेल एड्रेस:
मोबाइल नंबर:
स्थान:
दिनांक:

<u>अधिसूचना में प्रयुक्त संक्षिप्ताक्षर की सूची</u>

क्र. सं.	संक्षिप्ताक्षर	पूर्ण रूप
1.	एएए	प्रमाणीकरण प्राधिकरण एवं लेखांकन
2.	एएमसी	वार्षिक रखरखाव अनुबंध
3.	एपी	एक्सेस प्वाइंट
4.	बीबीयू	बेस बैंड यूनिट
5.	बीआईएस	भारतीय मानक ब्यूरो
6.	बी-आरएएस	ब्रॉडबैंड रिमोट एक्सेस सर्वर
7.	बीटीएस	बेस ट्रांसीवर स्टेशन

8.	सीडॉट	टेलीमेटिक्स विकास केंद्र
9.	सीएमसी	व्यापक रखरखाव अनुबंध
10.	सीपीई	उपभोक्ता परिसर उपकरण
11.	सीएस	केंद्रीय स्कीम
12.	सीएसआर	सेल साइट राउटर
13.	सीएसएस	केंद्रीय क्षेत्र के स्कीम
14.	सीडब्ल्यूडीएम	कोआर्स वेवलेंथ डिवीजन मल्टीप्लेक्सिंग
15.	डीआईपीपी	औद्योगिक नीति और संवर्धन विभाग
16.	डीओटी	दूरसंचार विभाग
17.	डीपीआईआईटी	उद्योग संवर्धन और आंतरिक व्यापार विभाग
18.	डीएसएल	डिजिटल सब्सक्राइबर लाइन
19.	डीएसएलएएम	डिजिटल सब्सक्राइबर लाइन एक्सेस मल्टीप्लेक्सर
20.	डीडब्ल्यूडीएम	डेन्स वेवलेंथ डिवीजन मल्टीप्लेक्सिंग
21.	ई-नोड बी (ईएनबी)	ईवाल्व नोड बी
22.	ईपीसी	इंजीनियरिंग प्रोक्योरमेंट कंस्ट्रक्शन
23.	एफडीडी	फ़्रीक्वेंसी डिवीज़न डुप्लेक्सिंग
24.	जीएनबी	नेक्स्ट जेनरेशन नोड बी
25.	जीएफआर	सामान्य वित्तीय नियम
26.	जीपीओएन	गीगाबिट पैसिव ऑप्टिकल नेटवर्क
27.	जीआर	सामान्य आवश्यकताएँ
28.	जीएसएम	ग्लोबल सिस्टम फॉर मोबाइल
29.	एचडीएसएल	हाई बिट-रेट डिजिटल सब्सक्राइबर लाइन
30.	आईबीएस	एकीकृत बिल्डिंग सिस्टम
31.	आईसी	इंटीग्रेटेड चिप
32.	आईएमएस	आईपी मल्टीमीडिया सबसिस्टम
33.	आईओटी	इंटरनेट ऑफ़ थिंग्स
34.	आईपी	इंटरनेट प्रोटोकॉल
35.	आईपीआर	बौद्धिक संपदा अधिकार
36.	आईआर	इंटरफ़ेस आवश्यकताएँ
37.	लैन	लोकल एरिया नेटवर्क
38.	एल-2	लैअर-2
39.	एल-3	लैअर-3
40.	एलसी	लोकल कंटेन्ट
41.	एलआई-आयन	लिथियम-आयन
42.	एलटीई	दीर्घकालिक विकास
43.	एलटीई-आर	दीर्घकालिक विकास-रेलवे

44.	एमआईएमओ	मल्टीपल इनपुट मल्टीपल आउटपुट
45.	एमएलसी	मिनिमम लोकल कंटेन्ट
46.	एमपीएलएस	मल्टी-प्रोटोकॉल लेबल स्विचिंग
47.	एमपीएलएस-टीपी	मल्टीप्रोटोकॉल लेबल स्विचिंग-ट्रांसपोर्ट प्रोफ़ाइल
48.	एमएसएस	मोबाइल सैटेलाइट सर्विस
49.	एमयूएक्स	मल्टीप्लेक्सर
50.	एनएफवी	नेटवर्क फ़ंक्शन वर्चुअलाइज़ेशन
51.	एनजी-पीओएन2	नेक्स्ट जेनरेशन गीगाबिट पैसिव ऑप्टिकल नेटवर्क 2
52.	एनआईबी	नेटवर्क इन बॉक्स
53.	एनएमएस	नेटवर्क प्रबंधन प्रणाली
54.	ओएडीएम	ऑप्टिकल ऐड-ड्रॉप मल्टीप्लेक्सर
55.	ओडीयू	आउटडोर यूनिट
56.	ओएलटी	ऑप्टिकल लाइन टर्मिनल
57.	ओएनटी	ऑप्टिकल नेटवर्क टर्मिनल
58.	ओटीएन	ऑप्टिकल ट्रांसपोर्ट नेटवर्क
59.	पी2पी	पॉइंट टू पॉइंट
60.	पी2एमपी	पॉइंट टू मल्टी पॉइंट
61.	पीएबीएक्स	प्राइवेट ऑटो ब्रांच एक्सचेंज
62.	पीबीएक्स	प्राइवेट ब्रांच एक्सचेंज
63.	पीसीबी	प्रिंटेड सर्किट बोर्ड
64.	पीडीएच	प्लेसियोक्रोनस डिजिटल हाइरार्की
65.	पीएमआई	मेक इन इंडिया को प्राथमिकता
66.	पीटीएन	पैकेट ट्रांसपोर्ट नेटवर्क
67.	पीओसी	प्रूफ ऑफ कॉन्सेप्ट
68.	पीओई	पावर ओवर ईथरनेट
69.	पीपीपी-एमआईआई	सार्वजनिक खरीद (मेक इन इंडिया को प्राथमिकता)
70.	पीटीएन	पैकेट ट्रांसपोर्ट नेटवर्क
71.	आरओएडीएम	रीकॉन्फिगरेबल ऑप्टिकल ऐड-ड्रॉप मल्टीप्लेक्सर
72.	आरएंडडी	अनुसंधान और विकास
73.	आरएफ	रेडियो फ्रीक्वेंसी
74.	एस-एचडीएसएल	सिंगल पेयर हाई स्पीड डिजिटल सब्सक्राइबर लाइन
75.	एसडीएच	सिंक्रोनस डिजिटल हाइरार्की
76.	एसडीएन	सॉफ्टवेयर डिफाइन्ड नेटवर्क
77.	एसडी-वैन	सॉफ्टवेयर डिफाइन्ड - वाइड एरिया नेटवर्क
78.	एसटीएम	सिंक्रोनस ट्रांसपोर्ट मॉड्यूल
79.	टीडीडी	टाइम डिवीजन डुप्लेक्सिंग

80.	टीडीएम	टाइम डिवीजन मल्टीप्लेक्सिंग
81.	टीईसी	दूरसंचार अभियांत्रिकी केंद्र
82.	टीईपीसी	दूरसंचार निर्यात संवर्धन परिषद
83.	यूसीएस	एकीकृत संचार प्रणाली
84.	यूएल	एकीकृत लाइसेंस
85.	यूएसओएफ	सार्वभौमिक सेवा दायित्व निधि
86.	यूटीएम	एकीकृत खतरा प्रबंधन
87.	वीआरएलए	वाल्व रेगुलेटेड लीड एसिड
88.	वीसैट	वेरी स्मॉल एपर्चर टर्मिनल
89.	वाई-फाई	वायरलेस फ़िडेलिटी
90.	एक्सजी-पीओएन	10 गीगाबिट पैसिव ऑप्टिकल नेटवर्क
91.	एक्सजीएस-पीओएन	10 गीगाबिट सममित पैसिव ऑप्टिकल नेटवर्क

अशोक कुमार जैन, उप महानिदेशक

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

NOTIFICATION

New Delhi, the 21st October, 2024

Subject: Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works - regarding.

F. No. 18-10/2017-IP.—Reference: i) Department of Industrial Policy & Promotion (DIPP) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017

ii) Department of Industrial Policy & Promotion (DIPP) Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018 – Revision

iii) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017 (B.E.-II) dated 29.05.2019 – Revision

iv) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017 (B.E.-II) dated 04.06.2020 – Revision

v) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017 (B.E.-II) dated 16.09.2020 – Revision

vi) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017-PP (B.E.-II)-Part(4) Vol.II dated 19.07.2024 – Revision

The Government had issued the Public Procurement (Preference to Make in India), Order 2017 (hereinafter called as "PPP-MII Order") vide the erstwhile Department of Industrial Policy and Promotion (DIPP) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 which was further revised vide Orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and 19.07.2024 to encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. Accordingly, the Department of Telecommunications, in supersession of its previous notifications No. 18-10/2017-IP dated 29.08.2018 and 31.08.2021, hereby issues this notification.

3. This Notification shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and/or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. This Notification shall also be applicable in respect of projects wherein funding of goods, services or works is by the Digital Bharat Nidhi to the extent of having being awarded through bids.

4. In terms of Clause 2, 3 and 11 of the DPIIT's PPP-MII Order dated 19.07.2024, it is hereby notified that telecom products, services and works listed in **Table-A** have sufficient local capacity and local competition. A Class-I

local supplier must meet the Minimum Local Content (MLC) requirement specified against each item in Table-A. Table-A also specifies the maximum ceiling of LC percentage for design out of total LC against each item. The conditions for the inputs to be qualified as Local Content (LC) are specified in Table-B.

5. In accordance with clause 2A of the DPIIT's PPP-MII Order dated 19.07.2024, the list of manufacturers manufacturing products under the PLI scheme for Telecom and Networking products and having received incentive will be published and uploaded from time to time on https://dot.gov.in/public-procurement-preference-make-india and https://pli-telecom.udyamimitra.in/. Such manufacturers will be treated as deemed Class-II local suppliers for the products specified in the list and upto the specified period.

6. In terms of clause 9 (a) of DPIIT's PPP-MII Order dated 19.07.2024, a supplier at the time of tender, bidding or solicitation shall provide self-certification in Form-1 specifying that the item(s) offered meet the minimum local content requirement and shall give details of the location(s) at which the local value addition is made.

7. In terms of clause 9 (e) of the DPIIT's PPP-PMI Order dated 19.07.2024, the following Committee is hereby constituted to examine complaints and conduct independent verification of self-declarations and auditor's/accountant's certificates regarding Local content on random basis:

a) DDG (TC), TEC, New Delhi -Chairperson
b) Director (Technical), C-DOT - Member
c) Any other member(s) as co-opted by the chairperson - Member
d) DG, TEPC - Member
e) Director (Finance), DoT - Member
f) Director (IP) - Member
g) Director, TEC - Convener

8. In terms of clause 9 (f) of DPIIT's PPP-MII Order dated 19.07.2024, a complaint fee of Rs. 2 Lakh or 1% of the value of the locally supplied telecom products, services or works being procured (whichever is higher, up to a maximum of Rs. 5 Lakh) must be paid by Demand Draft or online, and to be deposited with Telecommunications Engineering Centre (TEC), along with the complaint by the complainant. If the complaint is found to be incorrect, the complaint fee shall be forfeited. However, if the complaint is upheld in part or full, deposited fee of the complainant will be refunded without any interest.

9. The Committee's findings shall be forwarded to the procuring entity for appropriate action in accordance with Clause 9 of the DPIIT's PPP-MII Order dated 19.07.2024.

10. For the products, services or works listed in **Table-A** that have an associated TEC GR/IR, the procuring entity must specify the relevant TEC GR/IR as the minimum requirement.

11. The condition of prior turnover and prior experience may be relaxed for Start-ups (registered by Department for Promotion of Industry and Internal Trade), provided that the Start-up meet the necessary quality & technical specifications.

12. To support and promote indigenous technologies, Proof of Concept (PoC) may be included in tenders and RFPs as a substitute for qualifying experience, wherever applicable.

13. It is noted that 5G products with indigenous technology are presently being tested in the country. Table-A shall be reviewed from time to time and addition of 5G products/virtual routers shall be considered based on manufacturing capacity. Domestic manufacturers and their associations are encouraged to pro-actively provide evidence of manufacturing capacity from time to time to DoT to enable inclusion of such products by email to usip.hq-dot@gov.in.

14. The bidders offering imported products will fall under the category of non-local suppliers. They can not claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

15. This Notification comes into effect from the date of notification. It is clarified that, except specific conditions contained in this notification, all the other conditions of the Public Procurement (Preference to Make in India) Order 2017 as amended from time to time shall prevail and are to be followed strictly.

TABLE-A

S. No.	Product Category	HSN code	Product Details	Minimum Local Content (MLC) (in %)	Ceiling of LC for Design out of total LC (in %)
1	Encryption/ UTM (Unified threat management) platforms (TDM and IP)	85176290	TDM (Time Division Multiplex)	65	55
			IP (Internet Protocol)	65	55

2	IP/ MPLS Core routers/ Edge/Aggregation/ Router	85176290	IP Edge, Aggregation & Core Routers (overall capacity <=1 Tbps)	60	40
			Cell Site Router (CSR); (Overall capacity ≤1.2 Tbps) including virtual routers	60	40
			SD-WAN Routers (SDN Category) (Interface Capacity =<10 Gbps)	60	40
3	Managed Leased Line Network Equipment, IP Based access systems-DSL	85176290, 85176990	Central Office Equipment and CPEs of DSL/HDSL/S-HDSL	60	40
4	Ethernet Switches (L2 and L3)	85176290	L2/L3 Ethernet Switches 1-100 GbE interface Switches (stackable / standalone / modular switches), for Core / Distribution / Access Layers (including PoE/PoE+)	60	40
			Industrial Grade LAN 1, 10 GbE PoE/PoE+/Non-PoE Switches (Power over Ethernet)	60	40
5	IP based Soft Switches, IMS, Unified Communication Systems	85176290, 85176990	IP PBX / Unified Communication Systems(UCS)	60	40
			UCS (non-IMS based):	60	40
6	Wireline PABXs / IP PBX	85176290	Wireline PABXs / IP PBX	65	45
7	Media Gateways	85176290, 85176990	Media Gateways	65	45
8	Customer Premises Equipment (CPEs) (including Wi-Fi Access points, low capacity Routers, Media Converters), CPE - NFV/ SDN/ Leased-line Modems	85176290, 85176990	CPE (including Wi-Fi Access points and Routers),	50	30
			Media convertor	50	30
			TDM over IP Converter	50	30
			CPE - NFV/ SDN (Virtualized CPE with cloud management)	50	30
			Leased-line Modems n* 2Mbps / IP	50	30
9	SDH/ NG-SDH	85176290	SDH/ NG-SDH (STM 1/4/16/64)	65	45
10	Ethernet/MPLS- TP/ Packet Optical Transport equipment/ PTN systems	85176290	MPLS- TP / Packet Optical Transport equipment/ PTN (with or without OTN interfaces) systems	65	45
11	CWDM systems	85176290	CWDM (Nx100G, Nx10G)	60	40
12	DWDM systems	85176290, 85176270	DWDM (upto 10G) with Mux/De MUX with Transponder / Muxponder; ROADM (Reconfigurable Optical Add Drop Multiplexer), Passive DWDM MUX/DeMUX	60	40
13	GPON/XGPON equipment (including ONT and OLT)	85176290, 85172990	GPON/ XGPON equipment (including ONT and OLT)	60	40
14	XGS-PON equipment (including ONT and OLT)	85176290, 85172990	XGS-PON (10G DS – 10G US) (including ONT and OLT)	60	40

15	SDH/ PDH Cross Connects	85176290	SDH/ PDH Cross Connects (STM : 1/4/16/64; E1/E3/DS3; Ethernet interfaces)	60	40
16	Small Size Radio Sub System	85176290	Micro 2G BTS	60	40
17	LTE/ LTE-R Based Mobile Systems, with its various derivatives	85176290, 85176990	Macro eNode B, as per TEC ENB GR (TDD/FDD)	60	40
			Micro eNodeB, as per TEC ENB GR (TDD/FDD)	60	40
			Pico eNodeB, as per TEC ENB GR (TDD/FDD)	60	40
			Home Base Station/ Femto	60	40
			EPC	60	40
			4G NIB Small cell	60	40
18	Wi-Fi based broadband wireless access systems -indoor	85176290, 85176990	Indoor AP (802.11 ax MIMO, 2.4 & 5 GHz bands)	55	35
			Indoor AP (802.11 ac MIMO, 2.4 & 5 GHz bands)	55	35
19	Wi-Fi based broadband wireless access systems -Outdoor	85176290, 85176990	Outdoor AP (802.11ac - MIMO 2.4 and 5 GHz bands) - IP67 Rated	55	35
			Outdoor AP (802.11ax MIMO, 2.4 & 5 GHz bands)	55	35
20	Wi-Fi Access Controller (with interoperability and multi-vendor AP support)	85176290	Type 1: <= 2000 AP support	55	35
			Type 2: upto 5000 AP support	55	35
21	Authentication, Authorization and Accounting(AAA) Server	85176290	AAA Block (Radius)	50	35
			AAA Block (Radius/ Diameter)	50	35
22	Radio systems (IP/ Hybrid)	85176290	Radio systems (IP/ Hybrid) (5 GHz band - License Exempt band)	55	35
23	Software Defined Radio, Cognitive Radio systems	85176290	Ruggedised handheld, Ruggedised or non-ruggedised vehicle mounts, P2P OR P2MP or Mobile adhoc topology, Unlicensed band operation	55	35
24	Repeaters (RF/RF-over-Optical), IBS and Distributed Antenna systems (indoor / outdoor)	85176290, 85177100	Repeaters (RF/RF-over-Optical), IBS and Distributed Antenna systems (indoor / outdoor) including Active & Passive Accessories	60	40
25	VSAT Terminal Subsystem – ODUs/	85176290, 85256091	Antenna	50	25
26	VSAT Hub Subsystems	85256091	NMS H/W & S/W	50	25
			Antenna (>=7m) and accessories etc.	50	25
27	Satellite Phones(S Bands)	85176990	Both Voice and Data (upto 9.6 Kbps)	50	25
28	Disaster communication Systems etc., including backpack satellite products (S Band)	85176990	Portable Terminals Voice and Data (2 Mbps UL)	50	25
29	Satellite based Systems, terminals including location, resources tracking (L, S and Ku, Ka bands)	85176990	Two way MSS Data Terminals (Satellite Receivers with location data) S - Band (Satellite IoT devices for various applications i.e.	50	25

			position tracking, messaging etc.)		
			One Way Receivers MSS Data Terminals (Satellite Transmitters & Receivers - one way) S – Band (Simplex / Half-duplex, Mobile Satellite Service (MSS) terminal, Satellite IoT devices)	50	25
30	Telecom Network Management systems (NMS) with its various derivatives	85176290		65	50
31	Optical Fibre	9001000	Single Mode	50	0
32	Optical Fiber Cable	85447090	Optical Fiber Cable (UG & OH)	55	0
33	Telecom Power System (Including Solar Power)	85176990	UPS, Power Plant, Invertor (Including Solar Power) 0.5-1500 KVA/ Power Plant: 1-2000 KVA (Modular)	55	30
34	Telecom Batteries (Lead Acid)	85176990	Lead Acid up to 5000 AH (Including VRLA)	55	30
35	IP Audio/ Video phones / Adaptor	85176990	IP Audio/ Video phones / Adaptor	50	15
36	IP/ Internet Set-top Box	85176990	IP/ Internet Set-top Box	55	35

MLC%- Minimum Local Content as a percentage of total Bill of Material (cost of production) to qualify as Make in India Telecom Products, Services or Works.

TABLE-B

Main Inputs /stages for manufacture of telecom products & conditions for the inputs to be qualified as Local Content

Main Inputs /stages for manufacture of telecom products *	**Conditions to be met for the inputs to be qualified as Local Content**
1) Design a) Hardware design b) Software Design & Development	The maximum Local Content (LC) percentage for Design which can be claimed by a Local manufacturer for the telecom products based on in-house/in country R&D costs incurred/amortized to create IPR in India are as per **Table-A (last column)** subject to additional conditions that: a) The Intellectual Property Right (IPR) reside in India for Hardware Design; and b) The Copyright is in India for the software Design & Development.
2) Components a) Integrated chips (ICs)- Processor, Memory etc. b) Active components – Transistors, Diodes etc. c) Passive Components – Resistors, Capacitors, Inductors etc.	Should be Manufactured in India
3) PCB Fabrication	Should be Manufactured in India
4) Cables/Chassis etc. a) Chassis b) Cables c) Racks d) Heat sinks e) Enclosures	Should be Manufactured in India
5) RF Components/Subsystem a) Duplexers/Filters	Should be Manufactured in India

b) Antenna	
6) Assembly/Integration/Testing#	The upper ceiling limit of Domestic Local Content (LC) for Assembly/ Integration/ Testing in respect of the telecom products listed in **Table-A** would be 10% of the total product Bill of Material.
* The product may include some/all of the input/stage as mentioned above. While calculating the local content only those inputs/stages will be considered which are relevant in the manufacturing of the telecom product. #In case a system or subsystem is merely assembled / integrated / tested, then actual Local Content shall be taken as up to 10% of the cost of system / subsystem.	

Form 1

Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-

Date:

I__ _____**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 the 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, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

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 produced in-house.
xiii. List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

a. Imported items sourced locally from resellers/distributors.

b. The license fees / royalties paid/ technical charges paid out of India

c. Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated……..

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation: CEO/MD

Address:

Email Address:

Mobile No.:

Place:

Date:

List of Acronyms used in the notification

Sl. No.	Acronyms	Expansion
1.	AAA	Authentication Authorization & Accounting
2.	AMC	Annual Maintenance contract
3.	AP	Access Point
4.	BBU	Base Band Unit
5.	BIS	Bureau of Indian Standard
6.	B-RAS	Broadband Remote Access Server
7.	BTS	Base Transceiver Station
8.	CDOT	Centre for Development of Telematics
9.	CMC	Comprehensive Maintenance Contract
10.	CPE	Customer Premise Equipment
11.	CS	Central Scheme
12.	CSR	Cell Site Router
13.	CSS	Central Sector Scheme
14.	CWDM	Coarse Wavelength Division Multiplexing
15.	DIPP	Department of Industrial Policy and Promotion
16.	DoT	Department of Telecommunications
17.	DPIIT	Department for Promotion of Industry and Internal Trade
18.	DSL	Digital Subscriber Line
19.	DSLAM	Digital Subscriber Line Access Multiplexer
20.	DWDM	Dense Wavelength Division Multiplexing
21.	e-node B (ENB)	Evolved node B
22.	EPC	Engineering Procurement Construction
23.	FDD	Frequency Division Duplexing
24.	gNB	Next Generation Node B
25.	GFR	General Financial Rules
26.	GPON	Gigabit Passive Optical Network
27.	GR	Generic Requirements
28.	GSM	Global System for Mobile
29.	HDSL	High bit-rate Digital Subscriber Line

30.	IBS	Integrated Building System
31.	IC	Integrated Chip
32.	IMS	IP Multimedia Subsystem
33.	IOT	Internet of Things
34.	IP	Internet Protocol
35.	IPR	Intellectual Property Right
36.	IR	Interface Requirement
37.	LAN	Local Area Network
38.	L-2	Layer Two
39.	L-3	Layer Three
40.	LC	Local Content
41.	Li-ion	Lithium-ion
42.	LTE	Long Term Evolution
43.	LTE-R	Long Term Evolution-Railway
44.	MIMO	Multiple Input Multiple Output
45.	MLC	Minimum Local Content
46.	MPLS	Multi-protocol Label Switching
47.	MPLS-TP	Multiprotocol Label Switching-Transport Profile
48.	MSS	Mobile Satellite Service
49.	MUX	Multiplexer
50.	NFV	Network Function Virtualization
51.	NG-PON2	Next Generation Gigabit Passive Optical Network 2
52.	NIB	Network in Box
53.	NMS	Network Management System
54.	OADM	Optical Add-Drop Multiplexer
55.	ODU	Outdoor Unit
56.	OLT	Optical Line Terminal
57.	ONT	Optical Network Terminal
58.	OTN	Optical Transport Network
59.	P2P	Point to Point
60.	P2MP	Point to Multi Point
61.	PABX	Private Auto Branch Exchange
62.	PBX	Private Branch Exchange
63.	PCB	Printed Circuit Board
64.	PDH	Plesiochronous Digital Hierarchy
65.	PMI	Preference to Make in India
66.	PTN	Packet Transport Network
67.	PoC	Proof of Concept
68.	PoE	Power over Ethernet
69.	PPP-MII	Public Procurement (Preference to Make in India)
70.	PTN	Packet Transport Network
71.	ROADM	Reconfigurable Optical Add-Drop Multiplexer
72.	R&D	Research and Development
73.	RF	Radio Frequency
74.	S-HDSL	Single pair High speed Digital Subscriber Line
75.	SDH	Synchronous Digital Hierarchy
76.	SDN	Software Defined Network
77.	SD-WAN	Software Defined - Wide Area Network

78.	STM	Synchronous Transport Module
79.	TDD	Time Division Duplexing
80.	TDM	Time Division Multiplexing
81.	TEC	Telecommunication Engineering Centre
82.	TEPC	Telecom Export Promotion Council
83.	UCS	Unified Communication System
84.	UL	Unified License
85.	USOF	Universal Service Obligation Fund
86.	UTM	Unified Threat Management
87.	VRLA	Valve Regulated Lead Acid
88.	VSAT	Very Small Aperture Terminal
89.	Wi-Fi	Wireless Fidelity
90.	XG-PON	10 Gigabit Passive Optical Network
91.	XGS-PON	10 Gigabit Symmetrical Passive Optical Network

ASHOK KUMAR JAIN, Dy. Director General

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SARVESH KUMAR SRIVASTAVA Digitally signed by SARVESH KUMAR SRIVASTAVA Date: 2024.10.22 21:17:02 +05'30'

APPENDIX-V TO ITB

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

Annexure-V TO ITB

Tender Clause on Procurement from Bidders from Country(ies) 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.

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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;

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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.

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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.

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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 :
Date :

Signature (#):
Name :
Designation :
Seal :

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

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Form- I B

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	[ ]
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 (√) 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 :
Date :

Signature (#):
Name :
Designation :
Seal :

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

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FORM-II

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 (√) 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 :
Date :

Signature (#):
Name :
Designation :
Seal :

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

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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

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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

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(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.]

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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.]

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Certificate regarding compliance

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

Validity of registration

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

Government e-Marketplace (GeM)

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

Model Clauses/ Certificates

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

23/02/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

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

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Schedule I

List of Category-I Sensitive sectors:

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

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Schedule II

List of Category-II Sensitive sectors:

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

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Schedule-III

List of Sensitive Technologies:

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

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ANNEXURE I

Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;

   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;

   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

   iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.

C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.

D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

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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.

l. 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.]

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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.

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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—

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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

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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.]"

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APPENDIX-VI TO ITB

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

Appendix-VI to ITB

LIST OF VERIFIED BOC 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

APPENDIX-VII TO ITB

Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

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.**

APPENDIX-VII TO ITB

Sl. No.	Description	Evaluation Methodology
	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
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	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.

Sl. No.	Description	Evaluation Methodology
	local supplier" eligible to take benefit of purchase preference:	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
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**	

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.

BID DATA SHEET

(BDS)

BID DATA SHEET		
S.NO.	**CL. NO.**	**CONTENT**
1.	**ITB 2.0 ELIGIBLE BIDDERS**	Enquiry Basis is: **Limited Domestic Competitive Bidding**
2.	**EIL vis-a-vis Supplier Commitments**	**Not Applicable**
3.	**ITB 11.3 (b), 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**	Lotavath Thavurya, GM (SCM- C&P) Engineers India Limited, EIL Office Complex, Sector 16, Gurugram-122004 Telephone: 0124 – 1359/ 1356/ 1281 e-mail id: sweta.k@eil.co.in / sashi.shekhar@eil.co.in / l.thavurya@eil.co.in
4.	**ITB 5.5 SITE VISIT**	**Contact Person for Site visit:** Mr. Rupam Sarmah, (GM- TS) Numaligarh Refinery Limited (A Government of India Enterprise) NRL Complex, Numaligarh, Dist: Golaghat, Assam-785699 Email: rupam.k.sarmah@nrl.co.in Mob.No.9435703129
5.	**ITB 11.1 (a) LIST OF DOCUMENTS**	a. Salient Feature of Offer (**Form-A**) b. Bank Certified Mandate Form as per **Form-B** duly signed and stamped with the Banker's certification or cancelled cheque. c. Unpriced Details: Duly filled in stamped and signed by POA copy of the following: • Preamble to Price Schedule • BoQ, indicating Q/NQ in place of prices • Two Years O&M Spares, indicating Q/NQ in place of prices • Per Diem and Overtime Rates for Supervision, indicating Q/NQ in place of prices d. Signed and stamped copy of **Form - IA/II**, as applicable, (on Company's Letterhead) attached with Appendix-V of ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Land Border with India. e. MSE Documents, if applicable. f. Scanned copy of Addendum / Amendment (if any) g. Technical Compliance / datasheets/ documents, required as per Technical Specifications/MR; and h. Any other document as required in RFQ
6.	**ITB 12.0 INTEGRITY PACT**	**Not Applicable**
7.	**ITB 12.2 INDEPENDENT**	Details of Independent External Monitors (IEMs), appointed by EIL, in terms of Integrity Pact (IP) are available on website

BID DATA SHEET		
S.NO.	**CL. NO.**	**CONTENT**
	EXTERNAL MONITORS (IEMS) DETAILS	https://tenders.eil.co.in/newtenders/Integrity_Pact
8.	**ITB 17.0 CERTIFICATION OF DOCUMENTS**	NOT APPLICABLE
9.	**ITB 18.0 PERIOD OF VALIDITY OF BIDS**	Bid shall remain valid for a period of 120 Days from final/ extended due date of submission of Bid.
10.	**ITB 36.0 EVALUATION OF TECHNO-COMMERCIAL BIDS & EVALUATION AND COMPARISON OF BIDS**	Evaluation shall be on Group wise basis. 100% Input Tax Credit against GST is available to EIL.
11.	**ITB 36.8 & 38.0 PREFERENCE TO MICRO & SMALL ENTERPRISE**	APPLICABLE
12.	**ITB 39.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)**	NOT APPLICABLE
13.	**ITB 36.09 & 40.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)**	NOT APPLICABLE
14.	**SPC 2.0 PAYMENT TERMS**	**For Supply & Transportation:** 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

BID DATA SHEET

S.NO.	CL. NO.	CONTENT

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.

6A. 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 15% of the total PO value
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.

6.A.2 30% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges.

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.

Major Raw Material for payment against placement of orders:

Pumps	:	Castings for casings, impellers, drivers and VFD (as applicable)

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

Pumps	:	Castings for casings, impellers

For supply of Mandatory Spares

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.

For any services on per diem basis like: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning on per diem basis:

- 100% prorate against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.

BID DATA SHEET		
S.NO.	**CL. NO.**	**CONTENT**
		NOTES: • 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). • Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorate shall not be on part of equipment. • 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. • 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. • 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. • 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. • All bank charges of respective bankers shall be to respective account. • Supplier shall submit Billing Schedule within three weeks after placement of FOA/PO (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. • 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.

BID DATA SHEET		
S.NO.	**CL. NO.**	**CONTENT**
		• 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. • 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.
15.	**SPC 7.2 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)**	5% (Five) of (Total Order Value) to be submitted within 30 days from date of issuance of FOA as per Cl. no. 21 of GPC (General Purchase Condition).
16.	**SPC 7.8 INTEREST RATE FOR RECOVERY OF CPBG/ADVANCES (IF ANY)**	Rate of interest for such recovery shall be **@ 10.90%** per annum [based on the present Base Rate (9.90%) plus One Percent (1%)].
17.	**ANNEXURE XI TO SPC: CLAUSE NO. 2 c IMPORT DUTIES**	Merit Rate of Customs Duty shall be applicable for this enquiry.
18.	**SPC 10.0 PRICE REDUCTION SCHEDULE**	APPLICABLE. As per Clause No. 10.2 of Specials Purchase Conditions.
19.	**SPC 11.0 INSPECTION**	TPI agencies: i. M/s SGS ii. M/s TUV iii. M/s BVQI iv. M/s DNV v. M/s Lloyd's Register International vi. M/s Engineers India Limited (EIL)
20.	**SPC 13.0 BASIS OF EVALUATION**	Refer sr. no. 10 above
21.	**SPC 16.0 PART ORDER**	APPLICABLE; however Grouped items can not be split ordered.
22.	**SPC 17.0 REPEAT ORDER**	NOT APPLICABLE
23.	**SPC 24.0** TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / PARTICIAPTION IN HAZOP STUDY	APPLICABLE

<table>
<tr><th colspan="3">BID DATA SHEET</th></tr>
<tr><th>S.NO.</th><th>CL. NO.</th><th>CONTENT</th></tr>
<tr><td>24.</td><td>SPC 25.0
TERMS & CONDITIONS FOR INSTALLATION/SITE WORK</td><td>NOT APPLICABLE</td></tr>
<tr><td>25.</td><td>SPC 26.0
TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT (AMC)</td><td>NOT APPLICABLE</td></tr>
<tr><td>26.</td><td>SPC 27.0
TERMS & CONDITIONS FOR TRAINING.</td><td>NOT APPLICABLE</td></tr>
<tr><td>27.</td><td>MAKE-IN INDIA PROVISIONS FOR QUALIFICATION</td><td>NOT APPLICABLE</td></tr>
<tr><td>28.</td><td>GPC CL. No. 13.1 & 14.2</td><td>Bidder to ignore information related to taxes and duties mentioned in Clause No. 13.1 & 14.2 of General Purchase Conditions (Indigenous).</td></tr>
<tr><td>29.</td><td>INVOICING DETAILS AND DESPATCH & INVOICING INSTRUCTIONS</td><td>Details shall be provided to successful bidder after award</td></tr>
<tr><td>30.</td><td>INVOICING METHODOLOGY W.R.T. TAXATION</td><td>As per Cl. No. C 2) of Annexure-XI to SPC (TAXES & DUTIES).

Details of Buyer and Consignee Address shall be provided to successful bidder after award</td></tr>
<tr><td>31.</td><td>Annexure-A to Job Specification of Technical document (Specification no. C213-001-80-42-SP-5010)</td><td>In case bidder is qualifying under Experience Criteria clause no. (a) & (b) of Annexure-A to Job Specification of Technical document (Specification no. C213-001-80-42-SP-5010), then:

a) The Bidder shall provide extended warranty of 12 months over & above the guarantee/warrantee period specified in the Bidding document.

b) Bidder shall provide a Contract cum Performance Bank Guarantee (CPBG) for 15% (i.e. additional 5%) of the total order value.
Other documents as requested in Annexure-A to Job specification referred above.</td></tr>
<tr><td>32.</td><td>VARIATION ON ACCOUNT OF BASIC CUSTOM DUTY (BCD) AND SOCIAL WELFARE SURCHARGE (SWS)</td><td>NOT APPLICABLE

No statutory variation on account of Basic Custom Duty (BCD) and Social Welfare Surcharge (SWS) shall be payable to supplier.

In view of above, Clause No. I 2) of Annexure-XI to SPC (TAXES & DUTIES) stands deleted.</td></tr>
<tr><td>33.</td><td>Item wise % breakup of MR item Group</td><td>
<table>
<tr><td>Group</td><td>Tag No.</td><td>Witnin Group %</td></tr>
<tr><td>A1</td><td>01-PA-CF-003 A</td><td>50%</td></tr>
</table>
</td></tr>
</table>

BID DATA SHEET				
S.NO.	**CL. NO.**	**CONTENT**		
			01-PA-CF-003 B	50%
		A2	01-PA-CF-003 C	50%
			01-PA-CF-003 D	50%

BIDDING FORMS

TABLE OF CONTENTS

FORM NO.	DESCRIPTION
A	SALIENT FEATURE OF OFFER
B	BANK MANDATE FORM
C	FORMAT FOR BIDDER'S QUERIES
D	INTEGRITY PACT
E	FORM OF BANK GUARANTEE FOR EAREST MONEY DEPOSIT
F	FORMAT OF FIXED DEPOSIT RECEIPT FOR EAREST MONEY DEPOSIT
G	FORMAT OF UNCONDITIONAL & IRREVOCABLE INSURANCE SURETY BOND FOR EAREST MONEY DEPOSIT
H	PROFORMA OF BANK GUARANTEE ADVANCE

(FORM-A)

SALIENT FEATURE OF OFFER
(FOR INDEGENOUS SUPPLIERS)

Notes:

a) Use capital letters and English language only.

b) Bidder to submit it duly signed and stamped on each page, as a token of their acceptance and confirmation(s) in respect of RFQ.

c) Bidder to note that fill in the blanks- data / details is to be entered by the bidder and correct option ticked in respect of Sl. Nos. 1,2,3,4,5,6,13,18,19 & 20 (the same are also highlighted in shaded grey in the table below).

d) Bidders are required to carefully fill their responses to below points along with submission of relevant documentary evidence as per the provisions of RFQ.

e) In case the responses are incomplete/ inconsistent and / or not substantiated by relevant document(s) the bidders are at risk of evaluation of their bid being concluded without affording them another opportunity to complete / correct / comply their submission with respect to RFQ requirements. In such a case EIL/ Owner reserves the right to complete the evaluation based on the available information and EIL/ Owners decision shall be final and binding.

f)

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION (Strike out response which is not applicable)
1.	a) Bidder/Supplier Name	
	b) Status of Bidder's Firm: Proprietorship/ Partnership/ Limited Liability Partnership / Public Ltd./ Pvt Ltd./ Govt Dept./ PSU/ Others (Specify)	
	c) Supplier's Offer Ref No. & Date	
2.	Name and contact details of Bidder's/ Supplier's authorized signatory (holding Power of Attorney): a) Name: b) Tel. No.: c) Mob. No.: d) E-mail:	
3.	a) Address of Registered Office b) Operation/Working Address if different from above	a) …….. b) ……..
4.	a) Specify Despatch Point b) GSTIN no. c) Specify Invoicing Place d) GSTIN no. of Invoicing Place	a) …….. b) …… c) …… d) …… In case different despatch points are applicable, specify use same as under:- ……

<table>
<tr><th>SL. NO.</th><th>DESCRIPTION</th><th>BIDDER'S CONFIRMATION
(Strike out response which is not applicable)</th></tr>
<tr><td>5.</td><td>Rate of GST (included in quoted price)</td><td>GST Rate extra @ (in %) _____
[If a single rate of GST is applicable]

If different rates of GST are applicable, specify the GST rates in the table below:
<table>
<tr><th>Description</th><th>GST rate in % (included in quoted prices)</th></tr>
<tr><td>Supply</td><td></td></tr>
<tr><td>Freight</td><td></td></tr>
<tr><td>Site Work (if applicable)</td><td></td></tr>
<tr><td>Supervision (if applicable)</td><td></td></tr>
<tr><td>Training (if applicable)</td><td></td></tr>
<tr><td>PWAMC (if applicable)</td><td></td></tr>
<tr><td>Any other</td><td></td></tr>
</table></td></tr>
<tr><td>5.1</td><td>a. HSN Code for Supply items
b. SAC Code for Services
b.i Supervision (as applicable)
b.ii Training (as applicable)
b.iii. Site-Work (as applicable)
b.iv PWAMC (as applicable)
b.v Hazop (as applicable)
b.vi 3D Modelling (as applicable)</td><td>a. _____

b.i _____
b.ii _____
b.iii _____
b.iv _____
b.v_____
b.vi._____</td></tr>
<tr><td>6.</td><td>Deleted</td><td></td></tr>
<tr><td>7.</td><td>Please specify whether, your offer is based on certain imported materials as built in import content required for equipment / materials offered.

In case, built in import content is applicable, bidder confirms compliance to relevant provisions of import duties for built-in import content as per provision of Annexure-XI to SPC.</td><td>Applicable/Not Applicable

Note: In case response is not marked, "Not Applicable" shall be considered as Bidder's response

Confirmed</td></tr>
<tr><td>8.</td><td>Bidder confirms that Inspection charges by TPIA is included in their quoted supply prices.</td><td>Confirmed</td></tr>
<tr><td>9.</td><td>Confirm that quoted prices are strictly as per 'Preamble to Submission of Prices on NIC Portal' and instructions in the RFQ Document and following has been quoted in the Price Folder of NIC Portal as per applicability in Bidding Document;
a) 2 years O&M Spares
b) Lubricants, sealing fluids and consumables
c) Unit Rates for Addition/ Deletion
d) Unit rates for specific test
e) Overtime Rates for Supervision</td><td>Confirmed</td></tr>
</table>

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION (Strike out response which is not applicable)
10.	Confirm that quoted prices will remain firm and fixed (except where price escalation/variation is specifically allowed in the Bidding Document) till complete execution of the order.	Confirmed
11.	Confirm that quoted supply prices are on **FOT Despatch Point** Basis including Packing & Forwarding, and all taxes & duties including GST.	Confirmed
12.	Confirm that the offer is valid for the period specified in RFQ/BDS, from the final 'Bid Due Date'.	Confirmed
13.	Confirm submission of bid security declaration OR EMD/Bid Security (As applicable) as per provision of Bidding Document.	Confirmed
14.	MSE Status: a) Confirm whether the Bidder is a MSE Bidder	Yes / No If yes, mention 19-digit UDYAM No. UDYAM- _-_ _-_____
	b) If the owner of Bidder's organization belongs to MSE social category: SC/ST as per Udyam registration, submit SC/ST Certificate issued by District Authority, duly certified by Statutory Auditor or Notarized or any other specified document.	Enclosed (If Applicable)
	c) If the owner of Bidder's organization belongs to the MSE Gender category- Women category, submit requisite documents as required in ITB.	Enclosed (If Applicable)
15.	Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 and its amendments thereof: Bidder has submitted FORM-2 , as applicable, (as per **Appendix-IV** to ITB) duly filled & certified.	Submitted
16.	Compliance to DMI&SP Policy: Bidder to confirm compliance to Domestically Manufactured Iron & Steel Policy (If applicable as per RFQ). Format for Affidavit is appended as **Form-I of Appendix-III** to ITB. This Affidavit shall be submitted on non-judicial stamp paper of INR. 100/- and duly notarized.	Not applicable Note: It shall be automatically construed that the signatory is the authorized representative of the bidder duly empowered to sign the affidavit.
16.1	Bidder to confirm that they have not been debarred by any procuring entity for violation of DMISP Policy	Not applicable
17.	Bidder's Undertaking Regarding Procurement from a Country Sharing Land Border with India: Format for Undertakings is appended as **Form-IA/IB/II of Appendix-V** to ITB duly completed is submitted on company letterhead.	Submitted
SELF DECLARATIONS		
18.	a) Confirm that Bidder is not on Holiday/Blacklist/Negative/Suspension/ Banning list of EIL/NRL/MoPNG as on date of submission of our bid.	Confirm / Not Confirm Note: In case response is not marked, "Confirm" shall be considered as Bidder's response Bidder to give correct information, otherwise the bid shall fall under 'misrepresentation of facts' provision of the Bidding Document.

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION (Strike out response which is not applicable)
	b) Confirm that Bidder is not banned or delisted or black listed by any government department/ Government or Quasi Government agencies/ public sector as on date of submission of our bid.	Confirm / Not Confirm Note: In case response is not marked, "Confirm" shall be considered as Bidder's response. Bidder to give correct information, otherwise the bid shall fall under 'misrepresentation of facts' provision of the Bidding Document.
	c) Confirm that Bidder is not under liquidation, court receivership or similar proceedings.	Confirm / Not Confirm Note: In case response is not marked, "Confirm" shall be considered as Bidder's response Bidder to give correct information, otherwise the bid shall fall under 'misrepresentation of facts' provision of the Bidding Document.
	d) Confirm that Bidder is not involved in fraudulent practises as specified in SPC.	Confirm / Not Confirm Note: In case response is not marked, "Confirm" shall be considered as Bidder's response Bidder to give correct information, otherwise the bid shall fall under 'misrepresentation of facts' provision of the Bidding Document.
19.	a) Is Bidder involved in any Litigation / Arbitration? b) In case response to a) above is 'Yes', Bidder hereby confirm that the current Litigation / Arbitration, in which they are involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	a) Yes / No *Note: In case response is not marked, "No" shall be considered as Bidder's response* b) Yes / No *Note: In case response is not marked, "Yes" shall be considered as Bidder's response* Bidder to give correct information, otherwise the bid shall fall under 'misrepresentation of facts' provision of the Bidding Document.
20.	Bidder confirms that: a) None of Directors (in Board of Director) of Bidder is a relative of any Director (in Board of Director) of EIL/NRL OR b) The bidder is not a firm in which any Director (in Board of Director) of EIL/NRL or their relative is a partner.	a) Confirmed /Not Confirmed b) Confirmed / Not Confirmed If response is marked as "Not Confirmed", then provide relevant details…… *Note: In case response is not marked, "Confirmed" shall be considered as Bidder's response.*
21.	Bidder confirms that there is no conflict of interest with Consultant and other bidders, as per provisions of RFQ Document.	Confirmed
22.	Bidder confirms that the content of the Enquiry Document including Corrigendum / Addendum (if any) have not been altered or modified.	Confirmed
23.	Integrity Pact (if applicable as per BDS): Bidder confirms that they comply with the provisions of	Confirmed

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION (Strike out response which is not applicable)
	Integrity Pact (IP) and have submitted IP duly signed and stamped. Bidder has ensured that: a) They have submitted the IP duly signed by authorised Power of Attorney (POA) holder of the Bidder. b) IP is signed on all the pages. c) IP is signed by two witnesses. d) In case of 'Proprietorship firm', IP is signed by the Proprietor. e) In case of Partnership firm, IP is signed by all the partners of the firm. f) The correct name and number of RFQ is mentioned in the IP.	
24.	**Undertaking w.r.t. Integrity Pact** We hereby declare that "No incidence of previous Transgression, conforming to the provisions under Section-5 of the IP format enclosed with the Bidding Document, has come to light/occurred or pending adjudication in the last three years with any other Company, including Public Sector Enterprises, in/outside India that could Justify our exclusion from the tender process. We further confirm that the above declaration/confirmation are true and correct in all respects, and not in conflict with the declaration mentioned in any part of our bid / financial statements /any other document. We also declare that in case, at a later date, if the declaration submitted in our bid are found to be false, I shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of the land and provisions of RFQ and EIL/Owner's right to put our Company on Suspension/Banning list for future business with EIL/Owner."	Confirmed
25.	**Bank Mandate** We hereby undertake to submit the Bank mandate Form (as per Form-D of Bidding) along with bid and also with first invoice/ bill submission, duly filled and certified by bank along with cancelled cheque. In case the same is not submitted along with first invoice, the subsequent date of submission of mandate form shall be considered as the date of invoice submission.	Confirmed
26.	**Compliance to Bid Documents** We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments, issued by EIL.	Confirmed

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION (Strike out response which is not applicable)
	We confirm that during detailed engineering, we will review and recommend the required Special tools & tackles and Commissioning spares, wherever specified in the enquiry document and supply the same without any additional cost and time implication to Purchaser. We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments. We hereby confirm to submit Integrity Pact in line with the requirement of the bidding document.	
27.	Bidder understand that being a "Zero Deviation" bidding & in the case of submission of deviations, the evaluation of bid shall be done as per provisions of RFQ and the bid is liable for rejection.	Confirmed
28.	All commercial terms / compliance / salient details are given /confirmed in this ATC and not elsewhere in the Offer. Bidder to note that the terms and conditions mentioned elsewhere in their offer or Printed terms and conditions of the bidder, if any, appearing in quotation/offeror Bidder's own terms and conditions, shall not be given any cognizance.	Confirmed

(FORM-B)

BANK MANDATE FORM (For Indian supplier)

(As per ITB)

1	Bidder Name	:	

2	Bidder Code	:	
3	Address of the Bidder	:	
4	Particulars of Bank Account of Bidder	:	
a	Name of the Bank	:	
b	Name of the Branch and Address of the Branch	:	
c	Branch Code	:	
d	9-Digit MICR code Number of the Bank & Branch (As appearing in the MICR cheque issued by the bank) : (Please do not give multicity cheque book code Number)	:	
e	Type of account (Saving Bank, Current or Cash Credit)	:	
f	Account Number	:	
g	RGTS/IFSC Code (11 digit)	:	
h	NEFT Code No	:	
5	E-mail address of the Bidder	:	
6	Contact Person(s) of the Bidder :	:	

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

Signature and Designation of the Authorised persons(s) of Bidder

Office Seal of the Bidder

Place :
Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :
Date :

Signature of the Authorised Official of the Bank

Bank Stamp

BIDDER TO ENSURE SUBMISSION OF CANCELLED CHEQUE WITH THIS MANDATE FORM

(FORM-C)

RFQ/DOCUMENT NO.: _____

NAME OF THE BIDDER: _____

FORMAT FOR BIDDERS' QUERIES (PRE-BID)
(AS PER ITB)

Sl. No.	REFERENCEOF ENQUIRYDOCUMENT				BIDDER'SQUERY	EILREPLY
	PART / VOL.	PAGE.NO.	CLAUSE NO.	SUBJECT		

NOTE:
The Pre-Bid Queries will be sent through e-procurement portal and editable copy shared through e-mail to concerned persons, the details of which is provided in RFQ document.

SIGNATUREOFBIDDER : _____

NAMEOFBIDDER : _____

FORM – D

INTEGRITY PACT

INTEGRITY PACT

Engineers India Limited (EIL) hereinafter referred to as "The Principal"

And

_____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award under laid down organizational procedures, contract against enquiry no.....for .....The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder (s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section-1-Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) The Principal will, during the tender proves treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidders(s) could obtain an advantage in relation to the tender process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2-Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

    a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.

    b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

    c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

    d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outline above or be an accessory to such offences.

3. Bidder shall not approach the courts while representing matter to IEM and he/ she will await their decision in the matter.

4. The word"he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and take appropriate action.



Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section-3, the Principal shall be entitled to demand and recover from the Bidder/Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

1) The Bidder/Contractor declares that no previous transgression occurred in the last 3 years with any other Company In India and outside conforming to the TII's anti-corruption approach including Public Sector Enterprise In India that could justify his exclusion from the tender process.

2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken..

Section 6- Equal treatment of all Bidder/contractors

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

2. The Principal will disqualify from the tender process all bidders/Contractors who do not sign this Pact or violate its provisions.

3. If the bidders/ contractors, before award or during execution is found to have violated any provision of Integrity Pact, the Principal is entitled to invoke their Banning Policy and take necessary action.

Section-7- Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of EIL.

Section 8- Independent external monitor/monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, EIL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also. The Monitor is under contractual obligation to treat



the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) as confidential.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the monitor notices, or believes to notices, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the CMD, EIL within 8 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the CMD, EIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, EIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, EIL.



Section 10- Other provisions

1. The agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e., New Delhi.

2. Charges and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Bidder/contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)
(Office Seal) (Office Seal)

Place.....

Date.....

Witness 2;

(Name & Address)_____

_____

_____

Witness 2:

(Name & Address)_____

_____

_____

Annexure-I to Form-D

UNDERTAKING W.R.T. SECTION – V OF INTEGRITY PACT

I, Mr/Ms _____, authorised person on behalf of M/s _____, signatory of Integrity Pact, hereby declares that No incidence of previous Transgression, conforming to the provisions under Section-2 of the IP format enclosed with the Bidding Document, has come to light/occurred or pending adjudication in the last three years with any other Company, including Public Sector Enterprises, in/outside India that could Justify our exclusion from the tender process.

M/s....., shall be solely responsible for the adherence to the provisions of the Integrity Pact by the Sub-contractor, in case of Sub-Contracting.

We further confirm that the above declaration/confirmation are true and correct in all respects, and not in conflict with the declaration mentioned in any part of our bid / financial statements /any other document.

I, Mr..... also declare that in case, at a later date, if the declaration submitted in our bid are found to be false, I shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of the land and provisions of Bidding Document and EIL/Owner's right to put our Company on Suspension/Banning list for future business with EIL/Owner.

Sign & Seal of the Authorised Signatory of Bidder

Name & Designation:

Form- E

PROFORMA OF BANK GUARANTEE FOR EMD EARNEST MONEY DEPOSIT / BID SECURITY

NOT APPLICABLE

Form- F

FORMAT OF FIXED DEPOSIT RECEIPT FOR EAREST MONEY DEPOSIT

NOT APPLICABLE

Form- G

FORMAT OF UNCONDITIONAL & IRREVOCABLE INSURANCE SURETY BOND FOR EAREST MONEY DEPOSIT

NOT APPLICABLE

Form- H

PROFORMA OF BANK GUARANTEE

ADVANCE (INDIGENOUS)

PROFORMA OF BANK GUARANTEE ADVANCE
(INDIGENOUS)

(On non-judicial stamp paper of appropriate value)

To
Engineers India Limited 1
Bhikaiji Cama Place New
Delhi – 110 066
Attn.: Head (LSTK-Finance)
Project _____
RFQ No. _____
Dear Sirs,

Engineers India Limited, 1, Bhikaiji Cama Place, New Delhi-110066 (hereinafter called – "the Purchaser" which expression shall include its successors and assigns) has awarded M/s _____(hereinafter called "The Supplier" which expression shall include its successors and assigns) the work of designing, manufacturing, fabricating and supply of _____ in terms of a contract as constituted by Purchase Order No. _____ dated _____ issued by the Purchaser to the Supplier (hereinafter called "The Contract" which expression include all the amendments and/or modifications of the Purchase Oder).

AND WHEREAS the Purchaser has agreed to advance the Supplier a sum of Rs._____ (Rupees _____) hereinafter called "The Advance" as financial assistance to the Supplier under the Contract on the condition, inter alia, that the advance shall be secured by a Bank Guarantee as hereinafter appearing:

We _____ Bank _____ a Bank incorporated/ constituted under the laws of _____and having it registered/principal office at _____ (hereinafter called "The Bank" which expression shall include our successors and assigns) in consideration of the aforesaid promises and at the request of the Supplier DO HEREBY bind ourselves and our successors and assigns, and irrevocable undertake to pay the Purchaser on first demand in writing without protest or demur or proof or condition and without reference to the Supplier any and all amounts at any time and from time to time claimed by you, as due to you under or in respect of the said advance, and demanded by you from us, with reference to this undertaking for an aggregate limit of Rs. _____ (Rupees _____).

AND, we, the Bank DO HEREBY further agree as follows:

(i) The Purchaser shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the Contract and/or any of terms and conditions thereof or of or relative to the advance and to extend time for the performance of the Contract and/or repayment of the advance or to postpone for any time or from time to time the obligations of the Supplier and to waive or postpone exercise of any of the rights available to the Purchaser against the Supplier or to forebear from enforcing any of the terms or conditions of the Contract and/or the advance or any security(ies) available to the Purchaser, AND the liability of the Bank shall remain in full force and effect notwithstanding any exercise

by the Purchaser of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Supplier or any forbearance, waiver, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Supplier or any other act, matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Bank from its liability hereunder or any part thereof, AND the BANK DOTH HEREBY waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking.

(ii) It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and this guarantee/undertaking shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other security for any indebtedness of the Supplier to the Purchaser (including relative to the advance) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank be outstanding or unrealized.

(iii) As between the Bank and the Purchaser for the purpose of this guarantee/undertaking the amount claimed by the Purchaser from the Bank with reference to this guarantee/ undertaking shall be final and binding upon the bank as to the amount payable by the Bank to the Purchaser hereunder.

(iv) The liability of the Bank to the Purchaser under this guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Supplier and the Purchaser, the Supplier and the Bank and/or the Bank and the Purchaser, or otherwise howsoever touching or affecting these presents or the liability of the Supplier to the Purchaser, and notwithstanding the existence of any instructions or purported instructions of the Supplier or any other person(s) to the Bank not to pay or for any cause withhold or defer payment to the Purchaser under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Purchaser.

(v) This guarantee/undertaking shall not be affected by any change in the constitution of the Bank or that of the Supplier or the Purchaser, or any irregularity in the exercise of borrowing powers by or on behalf of the Supplier.

(vi) This guarantee/undertaking shall be valid for all claims/demands made by the Purchaser to or upon us upto _____provided always that if for any reasons, the Supplier is unable to complete supplies under the Contract, the Bank shall at the request of the Purchaser and without recourse to the Supplier extend the validity of this guarantee/undertaking for a further period of six months. For the purpose of this clause, the Purchaser's statement that the Supplier is unable to complete supplies under the contract shall be conclusive and final binding on us.

(vii) Notwithstanding anything contained herein:

(a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. _____ (Rupees _____only).
(b) This Guarantee/Undertaking shall remain in force upto _____ and any extension(s) thereof; and
(c) The Bank shall be released and discharged from all liability under this Guarantee/ Undertaking unless a written claim or demand is issued to the Bank on or before _____

plus 3 months claim period, or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

(viii) The Bank DOTH HEREBY declare that Mr. _____ (name of the person signing on behalf of the Bank) who is _____ (his designation), is authorized to sign this guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this _____day of _____

Yours faithfully,

For _____

Signature _____

Name & Designation _____

Name of the Branch _____

NOTE

1. This Guarantee is required to be stamped as an agreement according to the Stamp Duty Act.

2. The Performance Bank Guarantee shall be strictly as per above proforma and shall be through Indian or Foreign Branches of Indian Scheduled Banks (other than Cooperative Bank)/Nationalized Bank or Indian Branches of Foreign Banks.

3. The bank shall provide details viz contact person, telephone number, fax number, e-mail address and address of the Controlling/Regional Office of issuing bank for verification of authenticity of Bank Guarantee.

4. This Guarantee is required to be sent by Seller's Bankers directly to the Head (LSTK-Finance), Engineers India Limited, EI Bhawan, 3rd Floor, 1, Bhikaiji Cama Place, New Delhi-110066.

ENGINEERS INDIA LIMITED

SPECIAL PURCHASE CONDITIONSFOR REVAMPING OF EXISTING DESALTER SYSTEM OF CDU/VDU (PHASE-II) OF NRL

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

Regd. Office: Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi - 110066

GLOSSARY

AMC	Annual Maintenance Contract
AOW	Award of Work
BDS	Bid Data Sheet
CPBG	Contract Performance Bank Guarantee
OWNER/ CLIENT	NRL (Numaligarh Refinery Limited)
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	Delegation of Power
FOA / LOA	Fax of Acceptance / Letter of Acceptance
FOB	Free on Board
GST	Goods & Services Tax
L/C	Letter of Credit
MR	Material Requisition
PO	Purchase Order
PR	Purchase Requisition
PRS	Price Reduction Schedule for delayed Delivery
RCM	Resident Construction Manager
RFQ	Request for Quotations
TPIA	Third Party Inspection Agency

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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 mentioned in the Bid Data Sheet (BDS).

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 by Owner, the concerned designated order issuing authority may be contacted in this regard.

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 price of supplies/ services shall be in Indian Rupees 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 as site work/ services, a single order, covering the supply part as well as site work/ services, shall be placed. Split ordering will not be permitted.

6.0 GUARANTEE PERIOD

6.1 The Clause No. 22.0 (Guarantee) of GPC has been modified to the following extent:

Guarantee/Warranty period shall be 15 months after the material have been put in service (commissioning) or 36 months from the date of shipment whichever is earlier.

7.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

7.1 The provisions of Clause No. 21 of GPC shall be applicable and are modified to the following extent.

7.2 Interest Free CPBG shall be submitted by the bidder in the form of Demand Draft (DD) / Pay Order/ Bank Guarantee (including e-BG)/ Fixed Deposit receipts (FDRs)/Insurance Surety Bond for the amount defined in Bid Data Sheet (BDS) within 30 days from the placement of FOA/LOA/PO/Gem Contract whichever is issued earlier.

7.3 If the CPBG is submitted in the form of Bank Guarantee or DD or Fixed Deposit receipts, the Bank guarantee or DD or Fixed Deposit Receipts towards CPBG shall be from a Indian Scheduled Public

Sector or Scheduled Private Sector or Indian Branch of Scheduled Foreign Banks as per RBI's List of Scheduled Commercial Banks and shall be kept valid for the duration **3 months** beyond the expiry of Guarantee/Warranty Period.

7.4 Against submission of CPBG, Electronic Bank Guarantee shall also be acceptable in place of SFMS based bank Guarantee. If a Contractor/Supplier chooses to submit e-BG, physical copy is not required. Contractor/Supplier intending to submit an e-BG must do so in accordance with the contractual terms by submitting the e-BG copy to the Officer in-Charge as mentioned in the LOA/DLOA/PO/Work Order. For issuance of Electronic Bank Guarantee through National e-Governance Services Limited (NeSL) platform, details of Engineers India Limited (Beneficiary) are as under:

(i)	PAN	AAACE5318C
(ii)	Name	Engineers India Limited
(iii)	Date of Incorporation	15.06.1965
(iv)	Email ID	eil.ebg@eil.co.in
(v)	Contact No.	9999119550
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Engineers India Bhawan, 1, Bhikaji Cama Place, New Delhi-110066, India
(viii)	Registered office address Pin code	110066
(ix)	Communication address	Engineers India Bhawan, 1, Bhikaji Cama Place, New Delhi-110066, India
(x)	Communication Address Pin code	110066

7.5 Supplier can also submit CPBG in form of Unconditional & Irrevocable Insurance Surety Bond. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI). The Insurance Surety Bond shall be valid up to Guarantee period plus three months for claim period.

7.6 The BG format / FDR format /Insurance Surety Bond Format is enclosed as Annexure-X / X (A) / X-B to SPC.

7.7 Total Order Value shall mean supply price (FOT dispatch point price for Indian Suppliers) plus site work (wherever applicable) but excluding GST, transportation, training, AMC and supervision services.

7.8 The Supplier shall submit the CPBG within the period stipulated. Owner/EIC may extend such period with applicability of recovery of accrued interest for the delayed period. 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 Taxes and Duties shall be as per Annexure-XI to this SPC (Special Conditions of Purchase). Taxes and Duties related clauses in GPC (Indigenous) stands modified to this extent.

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 upto Guarantee/ Warranty Period. Order of O&M spares shall be placed separately at the discretion of the Owner.

10.0 PRICE REDUCTION SCHEDULE

10.1 **FOR BULK ITEMS:** Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) of the total value of delayed item/quantity for every week of delay or part thereof, limited to a maximum of five percent (5%) of the total order value.

10.2 **FOR ITEMS OTHER THAN BULK ITEMS (WITH OR WITHOUT SITE WORK):** Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) of the total order value for every week of delay or part thereof, limited to a maximum of five percent (5%) of the total order value.

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.

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), part thereof shall be considered as one full week. Further, total order value means total order value (Supplies + Site Work, if applicable), including any amendment/ change order, excluding GST, transportation, training, AMC & Supervision services.

11.0 INSPECTION

Inspection shall be by EIL for all indigenous components. Only Charges for the TPI Agencies (for imported items) to be considered by bidder in base price. List of TPI Agencies is provided in the Bid Data Sheet

12.0 INSURANCE

Transit Insurance from FOT dispatch point/ FOB Port of shipment to NRL Refinery Site shall be in NRL's scope. Therefore, the same 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.	FOT Site Price: (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 (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) **(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	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**
4.	Total Landed cost at site	**SUM OF SR. NOS. (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**

14.0 LOADING/REJECTION CRITERIA

14.1 No loading criteria will be applicable for deviation to 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 Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.

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.

16.4 In case enquiry is floated on GeM portal, 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.

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 ALNATIVE DISPUTE RESOLUTION

Clause No. 31.0 (Arbitration) and Clause No. 34.0 (Settlement of Dispute between Government Department/Public Sector Undertaking) of GPC (Indigenous) stands replaced with the following:

18.1 Alternative Dispute Resolution – Conciliation & Arbitration

Annexure-VIII (Model Dispute Resolution) and **Annexure-IX** (EIL Conciliaiton Rules) of SPC shall be applicable.

18.2 Settlement of Dispute between Govt. Dept. / Public Sector Undertaking

a. If the Contractor/ seller is a CPSU or CPSE or is a Govt. Department, any disputes or differences between the Contractor/ seller and EIL hereto arising out of any notified claim of the Contractor/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 Contractor or any amount paid by Ell to the Contractor in respect of the work), then in supersession of the provisions of clauses above, the following provisions shall apply:

b. In the event of any dispute or difference relating to the interpretation and application of the provisions is 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.

c. 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.

18.3 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 respectsaccording 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.

18.4 The parties to the dispute will share equally the cost of arbitration or as intimated by the Arbitrator.

19.0 DELETED

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 CPBG/ 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 EIL/Owner debarring them from future business with Owner for a time period, as per the prevailing policy in EIL/Owner.

23.0 DISAPATCH 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 / PARTICIPATION IN HAZOP STUDY / TRAINING AT SITE

24.1 Terms & conditions for supervision of erection, testing & commissioning / Participation in HAZOP Study / 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 CONFIDENTIALITY OF BIDDING DOCUMENT

28.1 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.

28.2 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.

29.0 GOVERNING LAW

29.1 The Contact shall be governed by and construed according to the laws in force in India.

30.0 Procedure of issuing Gate pass, Entry Procedure for Supplier

30.1 Supplier having PO number can apply for gate pass of workers online in NRL website https://www.nrl.co.in/icwcs/ . Workman should have following documents:

1. Police Verification 2. Aadhar Card 3. Bank Passbook 4. Photo.

31.0 VISIT OF FOREIGN NATIONALS TO PROJECT SITE

31.1 Requirement shall be guided by Rules and regulation of MOP&G for visit of foreign nationals to any critical industrial installation.

32.0 LABOUR LICENSE

32.1 Labour license requirement needs to be adhered by the contractor/ Package vendor mandatorily and, if need be, as per progress & requirement of the job contractor to arrange labour license with extended validity at least 1 month prior to expiry of the current validity, same shall be monitored & ensured by EIC. Further, as workers engaged by contractors with valid labour licenses are only permitted to work, worker gate pass stands invalid, and entry is banned to NRL refinery site (in case of no valid labour license) same shall be ensured by EIC.

33.0 HOT PERMIT

33.1 Hot permit shall be issued by Operation after fulfilling all necessary check points.

34.0 Permit, PPE & Fire Safety Training

34.1 Permit (Hot or cold permit depending upon the job) is to be carried out inside Refinery specifically inside unit battery limit.

34.2 PPE (Personal protective equipment) shall be arranged by the supplier for their workers to carry out jobs inside Refinery premises.

34.3 Fire Safety training is mandatory for all workers prior to issuance of gate pass.

35.0 Restrictions in the movement of any equipment/ Work in the project premises:

35.1 Since the work will be carried out during RTA (Refinery Turn Around), necessary care to be taken regarding parallel activities going on in the vicinity.

ANNEXURE –I TO
SPECIAL PURCHASE CONDITIONS

(PAYMENT TERMS)

DELETED

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

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 except GST (for bidders registered in India) which shall be quoted extra and shall be payable against submission of Invoice as per GST rules.

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 (**Kolkata/Guwahati Airport/ Numaligarh Railway Station**), 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 (**Kolkata/Guwahati Airport/ Numaligarh Railway Station**), 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 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: 100% against monthly bills to be submitted by supplier duly certified by the Engineer-in-Charge.

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.

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 IN PRICE SCHEDULE /Day
2.	Overtime rate/ hour beyond normal 8 hours work on normal working days.	TO BE QUOTED IN PRICE SCHEDULE /Hour
3.	Overtime rate/hour for work on weekly off days/ holidays (as applicable at Project site).	TO BE QUOTED IN PRICE SCHEDULE /Hour

Notes:
1. 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

1. WATER, POWER & OTHER UTILITIES:

1.1 CONSTRUCTION WATER:

Construction water shall be provided by Owner at free of cost at one point from where CONTRACTOR will make his own arrangement for temporary distribution through tested and certified piping/fittings in line with the provisions of bidding document.

However, CONTRACTOR shall arrange drinking water at his own cost.

1.2 CONSTRUCTION POWER:

Power will be provided by NRL free of cost. However, contractor has to arrange for his distribution panel with earth fault, overcurrent protections, power cables from the distribution panel to his loads. If the distribution panel has to be placed inside battery limit during normal plant operation, then the panel shall be FLP type. Or else a non-FLP type if used shall be kept outside the battery limit by the contractor. Contractor shall mention the total power load required in the tender bid.

Other facilities:

Crane shall be provided by NRL free of cost for jobs (erection/installation & commissioning) carried out at NRL site. Vendor to provide details of crane requirement, along with the offer.

1.3 **LAND FOR CONTRACTOR's OFFICE & FABRICATION YARD:**

Client will offer land for use of contractor's office space and fabrication yard inside the Client's premises up to 3 months after completion of works on free of cost basis. However in case, contractor fails to clear the site beyond 3 months after completion of works (as defined above), the payment of final Bill and release of CPBG shall be withheld and can be done only after full vacation of site by contractor. Additionally, Client shall charge/levy rent for occupying land inside Client's premises at twice the rate to be decided by rental formula (as per applicable Government norms in force). Decision of Engineer-In-Charge in this regard to applicability of rental charge shall be final and binding on the contractor and same will not be subject of Arbitration process.

The Contractor shall remove all temporary buildings / facilities etc. immediately after completion of all works in all respects.

2. ACCOMODATION FOR CONTRACTOR'S SUPERVISORY STAFF AND LABOUR ETC:

The Contractor shall make his own arrangements for the accommodation of labour, Engineers/Supervisors deputed for carrying out Site Works.

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 indemnified in respect thereof.

3. EQUIPMENTS, TOOLS AND PLANT:

All labour (both skilled and unskilled), tools, tackles and consumables shall be arranged by Vendor at his own cost except any thing defined in MR / PR.

All tools & tackles, cranes, handling equipment etc., as required, shall be arranged and provided by vendor at his cost. All equipment, vehicles, tools and plants and materials brought to site by the Contractor from his resources shall have distinctive identification marks and the description and quantity of such inflow shall be intimated to OWNER in writing by the Contractor. All

construction materials brought by the Contractor shall have prior approval regarding quality and quantity by OWNER. The Contractor shall also provide without extra cost necessary enclosures, containers and protective materials for proper storage of materials inside, whenever so instructed by OWNER without any extra cost.

No material or equipment or tools etc. shall be taken out of the work-site without the written consent of OWNER.

OWNER shall not be responsible for the safety to protection of the materials of the Contractor and the Contractor shall make his own arrangements for proper watch and ward for his materials.

4. **RULES AND REGULATIONS AT SITE:**

The Contractor shall ensure that all rules and regulations as effected from time to time by the Owner and/or EIL are strictly observed by the Contractor's personnel.

The Contractor shall not permit the entry to the site of any person not directly connected with the execution of the Contract without prior permission of the Engineer-in charge.

5. **ENTRY/GATE PASSES**

The Contractor shall follow regulations of Owner for arranging entry / Gate passes for his workers and staff in line with the existing rules of OWNER.

6. **WORKMANSHIP:**

The entire job shall be done in accordance with the approved drawings and specifications. The drawings and specifications are intended to be self-explanatory but should any discrepancy arise on anything contained therein, clarification shall be sought from OWNER.

All the work covered under this requisition shall be done to the entire satisfaction of OWNER who shall determine the quality, acceptability and fitness of the work. The Contractor shall provide necessary and sufficient tools, plant, equipment etc. for proper execution of work to the satisfaction of OWNER.

7. **WORK ON HOLIDAYS AND OUTSIDE NORMAL WORKING HOURS:**

The Contractor shall generally restrict his working hour to the normal working hours but may be permitted to work extra hours, on working days,on Sunday and holidays and round the clock depending upon the urgency of the work, with prior request at least 24 hours in advance.

8. **OTHER AGENCIES AT WORKS:**

The Contractor may have to execute work in such a place and condition where other agencies also will be engaged for other work. No claim shall be entertained for execution of work under such circumstances.

9. **INSPECTION OF WORKS:**

OWNER and or EIL will have full power and authority to inspect the works at any time, either on the site or at the Contractor's premises. The Contractor shall afford or procure for the purchase every facility and assistance to carry out such inspection. On no account will the Contractor be allowed to proceed with work of any type unless such work has been inspected and entries are made in the site inspection register by OWNER / EIL.

10. **ASSISTANCE TO OWNER:**

The Contractor shall render such assistance and supply such labour as may be required by OWNER in connection with the works, cost of all such assistance and requirements shall be deemed to be included and covered by the prices quoted in the offer. The Contractor shall make available to

OWNER all necessary instruments and assistance in checking the setting out of works of and taking measurements of works without extra cost to OWNER.

11. ACTION IN CASE OF BAD OR DELAYED WORK:

Where it is found by OWNER, the performance of work by the Contractor is not satisfactory in respect of workmanship, deployment of sufficient labour or equipment delay, in execution of work or any other matter, OWNER shall have the right to engage labour at the risk and cost of the Contractor and get the work executed through his own or through any other agency and debit the cost in excess of the value as per order to the Contractor and the Contractor shall have no right to claim compensation thereof. In such a case OWNER shall have the right to utilise the materials and tools brought by the Contractors for the same work.

12. INSURANCE:

Owner shall arrange Comprehensive Marine Cum Erection Insurance (MCE) policy, therefore insurance shall be excluded from the Contractor's scope. Insurance during transit (for the goods being dispatched to Client's Project site), storage at site and erection of all the material and equipment's to be incorporated in permanent works shall be covered under above MCE insurance policy by Owner. However, Building construction materials shall not be considered as a part of permanent works and hence shall not be covered under above MCE insurance policy by Owner. Contractor is, therefore, requested to arrange insurance towards the full value of Building Construction Materials at his own cost & expense in the joint names of Owner & Contractor (Owner shall be the first beneficiary).

All other insurance required under prevailing Indian laws for Contractor's personnel, equipment as well as Third Party Insurance shall be arranged by Contractor.

13. PERMITS, LICENCES ETC.:

The Contractor shall obtain all permits, licences or other authorisations as are required for his work in terms of the order, from local / State or Central Authorities. He shall comply with all rules, regulations and other statutory obligations under the State of Union Legislative enactments. The Contractor shall pay all fees and other legally demandable compensation to any person, body or firm. OWNER shall not be responsible, either directly or indirectly, in any manner whatsoever for any omissions of the Contractor under this clause.

14. LOCAL AND OTHER AUTHORITIES NOTICES AND FEES:

The Contractor shall comply with and give notices required by any Act or by any Regulation or bye-law of any local or other public authority who have any jurisdiction with regard to the Contractor's work and shall pay and indemnify OWNER against any fees/or charges legally demandable under such Act, regulation or bye law in respect of the works.

15. PROTECTION TO WORK NOT TAKEN OVER BY OWNER/EIL:

Until such time the work is taken over by Owner/EIL, the Contractor shall be responsible for proper protection including proper fencing, guarding, lighting, flagging, watching and for the provision of temporary foot-ways, guards, and fences as far as may be rendered necessary by reason of the work, for the protection of foot passengers, vehicles, animals and to the properties of the Owner/EIL, occupiers of adjoining property and the public. The Contractor shall during the progress of work properly cover up and protect any part of the work liable to damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the work from any cause.

16. **OTHER FACILITIES:**

Unless specifically agreed elsewhere in the Contract, the Owner/EIL shall not provide any other facilities to the Contractor and the Contractor shall arrange at his own cost and expense for plumbing, lighting, construction air or steam, sanitary facilities, petrol and other fuels and lubricants for all Contractor's equipments temporary construction of buildings, construction and fabrication equipment, storage materials, tools, machinery (including consumables, costly and sophisticated fittings, instruments, etc.), scaffolding, temporary erection bolts, all hand tools as required, welding equipment, packers and shims, and all other items required to complete the work.

17. **DEWATERING:**

The Contractor will keep his assigned areas free of water and must assume the costs for all pumping conditions including shoring and shuttering as required. The Contractor will tie in all his dumping operations to the existing sewer or drain system all as directed by the Engineer-in-charge. The Contractor will be held responsible for all damage which may be caused due to back water backing up or flowing over through floor or any part of the work or which any of his operation may cause to flow elsewhere.

18. **HSE**

The Contractor shall follow Health, Safety, Environment norms as per HSE document attached in the Enquiry Document.

19. **COMPLIANCE WITH STATUTORY REGULATIONS:**

Contractor shall comply with the following:

a) The Contractor shall be assumed to be familiar with all central, state and local regulations in force as applicable to the operations he is performing.

b) It shall be sole responsibility of the Contractor to execute the Contract in strict accordance with such statutory regulations in force and or to obtain necessary exemption certificates.

c) Any modifications/alterations deletion and/or addition that has to be carried out to meet statutory requirements shall be done at the cost and expense of the Contractor. The Contractor shall not be entitled to any extension in completion date to carry out changes, in order to meet statutory requirements.

d) The Contractor shall at his cost and expense, obtain and furnish Owner/EIL with all statutory certificates/permits, and/or exemption certificates by that are required, to put into operation, the work completed by the Contractor.

SIGN AND STAMP OF SUPPLIER

ANNEXURE –V
TO
SPECIAL PURCHASE CONDITIONS

TERMS & CONDITIONS
FOR
ANNUAL MENTAINENANCE CONTRACT (AMC)

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. Please furnish the year wise Break-up as per the Price Schedule.
2. The AMC Charges quoted in Price Schedule Format 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. but excluding GST which shall be payable extra at actual on Submission of Invoice as per GST rules. Owner will not have any liability, whatsoever, over and above the quoted prices.
3. 100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by the Supplier duly certified by authorized representative of Owner.
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.

S. No.	Description:	
1	AMC after completion of warranty	
	Period	All inclusive Lump sum Charges
1.01	1st Year	Quoted in Price format
1.02	2nd Year	Quoted in Price format

SIGN AND STAMP OF SUPPLIER

ANNEXURE –VI
TO
SPECIAL PURCHASE CONDITIONS

TERMS & CONDITIONS FOR TRAINING

AT VENDOR'S WORKS/ TRAINING

FACILITY

TERMS & CONDITIONS FOR TRAINING 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 except GST which shall be payable extra at actuals against submission of documents as per GST rules.
4. A notice period of 15 days will be given by EIL for prior arrangement.
5. PAYMENT TERMS: 100% on successful completion of Training against submission of invoices, any other supporting documents, if required along with Certificate of training duly certified by EIL/Owner, as per Purchase Requisition.

A. PER TRAINEE LUMPSUM CHARGES:

S no	Description	RATE IN
1	Lumpsum charges per Trainee	Quoted in Price Schedule

[ANNEXURE - VII TO SPECIAL PURCHASE CONDITIONS]

E-INVOICING DECLARATION

Declaration for Non-Applicability of E-Invoicing

We, **<Name of Bidder entity>**, a *Proprietorship firm / Partnership firm / Company, having its registered office at **<address>**, having PAN No. _____and GSTN No._____, hereby declare that we are not required to comply with e-invoicing provisions under GST.

We also hereby declare that we will update ENGINEERS INDIA LIMITED/OWNER (herein after referred to as EIL/Owner) in case there is any change in the above details or in case we are required to adhere to e-invoicing provisions under GST due to any subsequent change in law. In such case, we shall comply with provisions of e-invoicing regime as and when the same becomes applicable to us.

We hereby declare the above statement is true and correct and we shall indemnify and hold EIL/Owner 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 EIL/Owner due to any incorrect declaration or non-compliance by us and EIL/Owner shall have the right to withhold or recover any such loss/cost/expense from any amount payable to us.

<Name and signature of authorized signatory >

For <Name of Bidder Entity>

<Bidder Entity's Seal/Stamp>

<Date>

*Delete whichever is not applicable.

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 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

Annexure : V

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.

(b). The Outside Experts Committee may also request the Parties to submit further Written Statements of the concerned Parties' position and facts and grounds in support thereof, supplemented by any document(s) and other evidence that such a Party deems appropriate. The Parties may also be asked to furnish copies of relevant earlier communications exchanged amongst themselves, if any, on the issue of dispute.

(c). It shall be open to the Parties to make any proposal for amicable settlement of dispute and the Outside Experts Committee shall hear the other party on the said proposal.

(d). The Outside Experts Committee shall make best endeavour to settle the dispute(s) through proposals of the Parties only, before making any Proposal(s) itself first. Nevertheless, as and when it is deemed extremely important or on joint request of the. Parties, the Outside Experts Committee at any point of time during the Conciliation proceeding make any proposal - oral or otherwise.

(e). The first meeting of the Parties shall be called by the Outside Experts Committee, after consulting the Parties involved, at a convenient date and time, within 10 working days of receipt of documents mentioned in the preceding Sub-Rule (a).

(f). During the first meeting, a tentative time-frame and broad work-Schedule of the Conciliation proceedings may be finalized after due consultation with and consent of the Parties.

(g). The Outside Experts Committee shall be free to communicate in whatever manner it deems fit with any Party to furnish any kind of information or document(s) relevant for the purpose of the Conciliation proceeding.

(h). The Outside Experts Committee shall, as much as possible, proceed with the Conciliation proceeding on issue-by-issue basis, but after proper identification of relevant issues with the consent of the Parties.

(i). The Outside Experts Committee, with the consent of the Parties, may also call for material witness(es) to assist the Committee in reaching an amicable solution of the dispute(s) referred.

(j). Each Party shall send a copy of its brief Statement and every other document(s) filed before the Outside Experts Committee to the .other Party(ies).

(k). The Outside Experts Committee shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute(s) referred.

(I). The Outside Experts Committee may also provide opportunities for oral hearing and make suggestions - oral or in writing - at any appropriate stage of the Conciliation proceeding, as contemplated by Section 67 of the Indian Arbitration and Conciliation Act, 1996.

RULE 8: REPRESENTATION, VENUE & OTHER BROAD PRINCIPLES

(a). Advocates shall not be allowed to participate in Conciliation Proceedings under these Rules and Parties shall plead their own cases.

(b). Parties shall, however, be free to be represented by their duly authorized officers/ in-house Law Officers to argue their own cases.

(d). Conciliation Proceedings under these Rules shall be held in the office of Engineers India Limited at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.

(g). Equal Opportunity shall be given to the Parties to express their views before the Outside Experts Committee and the said Committee shall make utmost effort to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.

(h). Representation of the Parties may be oral or in writing and unless otherwise decided by the Parties, Minutes of the Meetings/Hearings may be recorded

briefly in broad general terms, without, however, recording adversarial submissions/developments, if any. Copies of such minutes of meetings, if recorded in writing, shall be sent to the Parties within 3 working days of each such Meeting/Hearing.

(i). Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time-bound manner, without, however, diluting procedural flexibility of such proceedings.

RULE 9: ROLE OF THE OUTSIDE EXPERTS COMMITTEE

(a). The Outside Experts Committee shall attempt to facilitate voluntary resolution of the dispute(s) by the Parties, and communicate the view of each party to the other(s), assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of compromise and generating options in an attempt to solve the dispute(s), emphasizing that it is the responsibility of the Parties to take a final decision; he/she/they shall not impose any terms of settlement on the Parties.

(b). The Outside Experts Committee shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent, impartial and dignified manner to reach amicable settlement of dispute(s).

(c). The Outside Experts Committee shall conduct conciliation proceedings in conformity with Part – III of the Indian Arbitration and Conciliation Act, 1996 and these Rules to the optimum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.

(d). The broad approach of the Outside Experts Committee shall be speedy, efficient and amicable settlement of disputes, without, however, diluting objectivity of approach, principles of Natural Justice and established principles of law.

(e). The Outside Experts Committee shall act more as facilitators, rather than as Judges/Umpires/Arbitrators and shall not impose any view on any of the Parties involved.

RULE 10: TIME FRAME

(a). The total number of hearings/meetings of the Outside Experts Committee as Conciliators in a Conciliation proceeding shall be not more than 5, but the same may be extended in consultation with and with the mutual consent of the Parties.

(b). The Outside Experts Committee as Conciliator(s) shall attempt to dispose of the entire Conciliation proceeding within a time-frame of four months, but the same may be extended in consultation and with the consent of the Parties, but not beyond the sixth month.

(c). Notwithstanding the above, a Settlement Agreement signed after the 6 Months period stipulated above shall not become void or unenforceable only because of such an Agreement having been signed after the stipulated Six Months period.

RULE 11: REMUNERATION & COST

(a). For each hearing/meeting, a Conciliator shall be paid a sum of Rs.10,000/-. For Secretarial Services, a lump sum amount of Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid by the Parties for the whole Conciliation proceeding.

(b). Apart: from hearing/meeting fees and Secretarial Services fees, expenses incurred on Railway/Air fare, accommodation, local travel of Conciliator(s) for the purpose of the Conciliation proceeding, if any, shall also be borne by the Parties.

(c). Subject to Sub-Rule (c), the cost of Conciliation, mentioned in Sub-Section (2) of Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996, including Conciliators' Fees and other expenses incurred by the Outside Experts Committee relating to a Conciliation proceedings and the

Settlement Agreement, shall be equally borne by the Parties, unless the Outside Experts Committee, with the consent of the Parties, provides for a different apportionment of cost with reasons thereof.

(d). Cost of preparing Settlement Agreement shall be fixed by the Outside Experts Committee in the Settlement Agreement, as required by Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996.

(e). The cost of Conciliation as determined by the Outside Experts Committee as per Part - III of the Indian Arbitration and Conciliation Act, 1996 and these Rules shall be paid by the Parties within 30 working days of signing the Settlement Agreement.

(f). The Outside Experts Committee, in the alternative, may require the Parties to deposit the required fees and expenses in advance in the manner prescribed by Section 29 of the Indian Arbitration and Conciliation Act, 1996.

RULE 12: DISCLOSURE OF INFORMATION

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the Outside Experts Committee, subject to a specific condition that such an information is to be treated confidential, the Outside Experts Committee shall not disclose that information to the other Party(ies).

RULE 13: CO-OPERATION OF PARTIES

(a). The Parties shall in good faith co-operate with the Outside Experts Committee and, in particular, will endeavour to comply with any request of the Outside Experts Committee to submit written materials, provide evidence, give clarification, attend meetings/hearings etc.

(b). Conciliation being an amicable Dispute Settlement Mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to accommodate the other Party's/Parties' viewpoints, without, however, diluting the correct legal position.

(c). The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient and yet mutually acceptable & amicable resolution of disputes.

(d). The .Parties shall not in any manner make any attempt to unduly influence the Conciliation process or the Outside Experts Committee or the Conciliator(s) by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty and integrity.

RULE 14: SETTLEMENT AGREEMENT

(a). After discussing with and hearing all the Parties involved, the Conciliator(s) shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration/observations/comments.

(b). If any part of the draft Terms of Settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till a final mutually acceptable Conciliation Agreement emerge.

(c). When a consensus can be arrived at only in regard to any one or some of the issues referred for Conciliation, a Settlement Agreement may be signed in regard to the said Issue(s), which shall not be non-binding only because the Parties have failed to reach a similar Settlement in regard to the rest of the other issue(s) referred for Conciliation.

(d). A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

(e). When a Settlement Agreement is signed, the same shall be final and binding on the Parties and the persons claiming under/through them respectively.

(f). The Conciliator(s) shall authenticate the Settlement Agreement and make as many original copies of the same as there are parties and every Party shall be given an Original Copy of the signed Original Agreement.

RULE 15: CONFIDENTIALITY & ADMISSIBILITY OF EVIDENCE

(a). The Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee) and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the course of Conciliation proceedings. Confidentiality must extend to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

(b). Confidentiality under this Rule shall extend to Proposals, Alternative Proposals, Communications exchanged between/amongst the Parties, Communications exchanged between any of the Parties and the Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee), Minutes of Meeting/Hearings, draft Settlement Agreement(s), Expert Opinions, Evidence of Witnesses etc.

(c). No part of any information furnished to the Outside Experts Committee, documents filed, evidence produced, communication exchanged, views expressed, suggestions/admissions made, the factum of expression of willingness to accept a proposal by any Party during the course of the Conciliation proceeding shall be used as any form of evidence in any Arbitral or Judicial proceeding.

(d). The above provisions on Confidentiality and Admissibility of Evidence shall also extend to even Arbitral and Judicial proceedings relating to disputes; which are not the subject matters of the same Conciliation proceedings.

(e). No Conciliator shall be held liable for anything bonafide done or omitted to be done by him/her during the conciliation proceedings for civil or criminal action nor shall he/she be summoned by any Party to any suit or proceedings to appear in a Court of law to testify in regard to information received by him/her or action taken by him/her or in respect of drafts or

records prepared by him/her or shown to him/her during the conciliation proceedings.

RULE 16: ARBITRAL OR JUDICIAL PROCEEDINGS

(a). During the course of/pendency of Conciliation proceedings under these Rules, the Parties shall not initiate or take any step to initiate any Arbitral or Judicial proceedings in respect of a dispute, which is a subject matter of the pending conciliation proceedings.

(b) The Parties shall be at liberty to approach the Conciliation proceedings during any stage of arbitral/judicial proceedings and to facilitate such conciliation proceedings, the parties shall, with mutual consent put on hold such arbitral/judicial proceedings.

(b). Subject to the above Sub-Rule (a), reference of any Dispute to Conciliation under these Rules shall be without any prejudice to any of the Rights and interest of the Parties involved, more particularly the rights of the Parties to resort to other Dispute Resolution mechanisms such as Arbitration, Litigation etc.

RULE 17: APROVAL OF SETTLEMENT AGREEMENT

(a). Once the Parties come to a consensus and the draft Settlement Agreement is prepared by the Outside Experts Committee, the draft Settlement Agreement shall be placed before the Competent Authority for consideration and approval .

RULE 18 -TERMINATION OF CONCILIATION PROCEEDINGS

(a} The conciliation proceedings are terminated:

i. By the signing of the Settlement Agreement by the parties, on the date of the Agreement; or

ii. By a written declaration of the Outside Experts Committee, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or

iii. By a written declaration of the Parties addressed to the Outside Experts Committee to the effect that the conciliation proceedings are terminated, on the date of the declaration; or

iv. By a written declaration of a Party to the other Party(ies) and the Outside Experts Committee, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

RULE 19: MISCELLANEOUS

(a). None of the Conciliators shall act as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a dispute that is the subject of the conciliation proceeding. Similarly, none of the Parties or their Authorized Representative(s) shall act as the Representative or Counsel of the Conciliator(s) in any Alternate Dispute Resolution proceeding or Judicial proceeding of any kind.

(b). The Parties shall not present a Conciliator as witness in any Alternate Dispute Resolution or Judicial proceedings.

(e). The official language of Conciliation proceedings under these Rules shall be English, unless the Parties agree on some other language.

SCHEDULE- A

DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF SETTLEMENT ADVISORY COMMITTEE

I, the undersigned, do hereby agree to serve as a member of the Outside Experts Committee in the instant case and hereby make the following declarations:

i. I am familiar with requirements of law, particularly the Arbitration and Conciliation Act of 1996 and Engineers India Limited Conciliation Rules, 2012.

ii. I am available to serve as a Member of the Outside Experts Committee and I am independent of any of the Parties involved in the instant Conciliation proceeding and have no interest - financial or otherwise - in any part of the Contract under reference or subject matter of the Conciliation proceeding.

iv. I have not dealt earlier with the contract under reference or the subject matter of the conciliation proceeding in any manner or capacity, which could compromise my ability/independence to impartially resolve the dispute(s).

v. The fees and other facilities for conciliation, offered to and accepted by me, will remain fixed and under no circumstances will there be any demand from me for any alteration/change therein.

(Signature)
Name:
Address:

Date:

Operating Methodology for functioning of Outside Experts Committee

The methodology for functioning of Outside Experts Committee (OEC) of EIL is solely based on the Conciliation Rules of EIL. These rules define the constitution, method of selection, functioning, time frame and conclusion of the Outside Experts Committee as well as methodology for acceptance of the settlement agreement reached through this mechanism. The broad features of this methodology are captured as follows:

- Panel of Conciliators belonging to Technical, Finance/ Commercial, Legal fields to be maintained by EIL
- Party wishing to settle issue through OEC to serve written notice on the other party. Notice to include issues in dispute, identity of parties, consent to enter settlement under DEC Rules of EIL and any other terms.
- Party receiving notice to respond within 30 days.
- Upon intimation of acceptance of invitation for conciliation, Chairman & Managing Director of EIL to appoint conciliator(s).One conciliator to be appointed wherein claim value does not exceed Rs. 2 Crore and three conciliators where claim value exceeds Rs. 2 Crores.
- Outside Experts Committee within 7 days of its constitution to request parties to file a brief written statement.
- Outside Experts Committee to make endeavour to settle disputes through proposals of parties only before making any proposals itself first.
- Outside Experts Committee may call for material witnesses with consent of parties to reach amicable solution of disputes.
- Parties to plead their own cases and advocates not allowed to participate in proceedings.
- Representations can be oral also, with minutes to be recorded.

- Outside experts Committee to be guided by principles of objectivity, fairness and justice.
- Total number of hearings to be not more than 5, but to be extended with mutual consent, however overall time frame of disposal being 4-6 months.
- Parties to share the fee of Conciliators, secretarial services, expenses incurred on railway/ air fare, accommodation, local travel etc.
- Parties not to adopt adversarial roles, but to make effort to accommodate other party's view points, without diluting the correct legal position.
- After discussions, conciliator to formulate draft terms of possible settlement for observation/ comments/ consideration of parties.
- Settlement once signed to become final & binding on the Parties. EIL's acceptance of settlement agreement subject to consideration and approval of EIL's Committee of Functional Directors.
- Arbitral/judicial proceedings to be put on hold during pendency of conciliation proceedings
- Reference to Conciliation without prejudice to rights of parties to resort to other dispute resolution mechanism

The above features are designed to reflect impartial exercise of fairness in the proceedings which strike equilibrium with the acceptability quotient of the settlement proposal from a commercial angle. It also seeks to gain an edge over the existing dispute resolution mechanism in terms of speedy disposal as well costs involved.

ANNEXURE – X
TO
SPECIAL PURCHASE CONDITIONS

FORMAT FOR CPBG

FORM OF CONTRACT PERFORMANCE GUARANTEE

[ON APPROPRIATE STAMP PAPER]

Beneficiary: Engineers India Limited
Bank Guarantee No. [.....]

THIS DEED OF GUARANTEE is executed on this [.....*insert day*] day of [..... *insert month and year*] at [.....*insert place*] by [.....***INSERT NAME OF BANK***] having its head/registered office at [..... *insert address*], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

ENGINEERS INDIA LIMITED, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at [.....], (hereinafter referred to as the "**EIL**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

WHEREAS

I. EIL has entered into a Contract vide Purchase Order/ Letter of Acceptance/ Fax of Acceptance no.....dated ..... **(the "Contract")** with .....**[insert name of Contractor] (*the "Contractor"*)** having its registered office at ..... (the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the project.

II. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand bank guarantee for an amount..... **[Insert amount in figures & words] (the "Guaranteed Amount")** which is equal to.....% of the Contract Price, as security for due and punctual performance/ discharge of the Contractor's obligations under the Contract.

III. At the request of Contractor, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/ discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL (as beneficiary) the payment in full of all amounts at any time that may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "Guarantee"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

   The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by EIL against the Guarantor upto the value of Guaranteed Amount.

   Payment made hereunder shall be made free and clear of and without any deductions so that EIL receives the full Guaranteed Amount due hereunder.

2. The Guarantor shall, pay to EIL sums not exceeding the Guaranteed Amount, within 5 (five) Business Days of receipt of a written demand from EIL stating that the Contractor has failed to meet its performance obligations under the Contract. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or status /stage of the contract or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall

subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any sanctions on the Contractor or any change in ownership of the Contractor, or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that EIL first attempt to procure the Guaranteed Amount from the Contractor, or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to make any recourse to this Guarantee.

4. EIL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which would reduce, release or prejudice the Guarantor from any of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or EIL):

(a) any time or waiver granted to, the Contractor or any other Person;

(b) any incapacity or lack of powers, of the Contractor or any other Person;

(c) any variation of the Contract

(d) any unenforceability or illegality or invalidity of any obligation of any Person under the Contract or of the Guarantor under this Guarantee or of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or illegality or invalidity;

(e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Contract Period; or by any extension, waiver, or amendment whatsoever which may release the Guarantor or

(f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.

5. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to EIL on demand.

6. The Guarantor further represents and warrants to EIL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;

(b) No actions / omissions of The Guarantor shall effect the legality, validity, binding effect or enforceability of this Guarantee.

(c) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms

7. If any one or more of the provisions contained in this Guarantee are or become invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall

not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid or unenforceable provision.

8. Any notice, request, demand or claim or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor and may be transmitted to the Guarantor either by post or by email address as set opposite its signature hereunder.

9. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.

10. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party.

11. "Notwithstanding anything contained herein:

a) Our liability under this guarantee shall not exceed..... (Amount in figures & words) and

b) This bank guarantee shall be valid upto.....(expiry date) and

c) We are liable to pay the guaranteed amount only and only if we receive a written claim or demand on or before ..... (not less than 2 months from expiry date).

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by its constituted attorney
(Signature of a person authorized to sign on behalf of the Guarantor)
insert name of Bank] Bank by hand

Name:

Designation;

Address:

Email:

ANNEXURE – X (A)

TO

SPECIAL PURCHASE CONDITIONS

FORMAT FOR FIXED DEPOSIT RECEIPT FOR SECURITY DEPOSIT/ CPBG

(In Bank's Letter Head)

Fixed Deposit Confirmation Letter by Bank

Date: _ _/_ _/_ _ _ _

To,
Engineers India Limited,
……
……
……..

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....***{up to Contract period plus defect liability period plus 3 months}*** duly pledged / lien in favour of Engineers India Limited (EIL).

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s..... (Name of the Supplier/ Contractor) under the P.O. No/ Work order No.. ..... ……..This FDR can be encashed/ redeemed without any consent/ letter from the Supplier/ Contractor M/s.....(Name of the Supplier/ Contractor) on the demand by Engineers India Limited and the payment will be made to the Account (payable at New Delhi) of Engineers India Limited excluding the interest earned thereon. The Bidder cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of EIL.

This FDR shall be governed by, and construed in accordance with, the laws of India. ……(Name of the Bank) branch address.....irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this FDRs may be brought in the courts in Delhi.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Supplier/ Contractor & EIL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of .....[Name of the Bank & Branch details (Including IFS Code)]

Signature……..

Name:……
Designation:……
Contact no. ……
Email Id. ……
Stamp of Bank……

Note:

(i) This letter in Original forms an integrated part of FDR

(ii) The FDR shall be in the name of the Applicant (Name of Bidder) A/c Engineers India Limited with a lien marked in favor of the beneficiary (i.e. EIL).

(iii) The communication can be send to the following:
Details for confirmations (including Address, Email Id, IFS Code and contact no.)

ANNEXURE – X (B)

TO

SPECIAL PURCHASE CONDITIONS

FORMAT FOR INSURNACE SURETY BOND FOR SECURITY DEPOSIT/ CPBG

FORMAT OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS CONTRACT PERFORMANCE SECURITY

(To be submitted on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Insurance Company)

Beneficiary: Engineers India Limited

Insurance Surety Bond No. [….....] (hereinafter referred to as the “Surety Bond”)

THIS SURETY BOND is executed on this […….insert day] day of [… …insert month and year] at [……insert place] by [……..**INSERT NAME OF INSURANCE COMPANY**], a company registered under the Insurance Act, 1938 and licensed by the Insurance Regulatory and Development Authority of India (IRDAI) to carry on the business of general insurance in India, having its head/registered office at [….....insert address], (hereinafter referred to as the "Insurer", which expression shall unless it is repugnant to the subject or context thereof Include successors and assigns)

IN FAVOUR OF:

ENGINEERS INDIA LIMITED, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at [….....], (hereinafter referred to as the "EIL", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

WHEREAS

I. EIL has entered into a Contract vide Purchase Order/Letter of Acceptance / Fax of Acceptance no…….. dated…….. **(the "Contract")** with ……. **[Insert name of Contractor]** (the **"Contractor"**) having its registered office at ….....(the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the project.

II. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand Surety Bond for an amount..... **[insert amount in figures & words]** (the **"Bond Amount"**) which is equal to .....% of the Contract Price, as security for due and punctual performance/discharge of the Contractor's obligations under the Contract.

III. At the request of Contractor, the Insurer has agreed to provide an unconditional, irrevocable and on-demand Surety Bond, for the due and punctual

Signature Not Verified
Digitally signed by MEHAM SINGH
Date: 2026.04.24 17:54:36 IST
Location: eProcure-EPROC