ENQUIRY DOCUMENT - MR

(Document No : B440-003-WB-MR-3517-158-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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REQUEST FOR QUOTATION (RFQ) COVER
ON
SINGLE STAGE SINGLE PART (COMPOSITE BIDDING) SYSTEM
(Important Instructions to Bidder)
RFQ No.: LT/B440-003-WB-MR-3517/158
ITEM: VALVES GATE GLOBE & CHECK

A. CHECK- LIST FOR SUBMISSION OF DOCUMENTS IN COMPOSITE BID:
(Bidder to submit these cover pages duly filled in, signed and stamped along with the bid)

S. NO.	DESCRIPTION	STATUS
1.	Bid Compliance and Mandatory Information Requirement (**FORM-A** of Proposal Forms).	☐
2.	Prices filled in Price Schedule (without any condition/ deviation/clarification).	☐
3.	~~Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/ capital goods to be provided on Rs.100/- Stamp Paper, Notarized by notary public in India, if applicable.~~	☒
4.	~~Integrity Pact, if applicable (Duly signed on each page and with two witness signatures on last page) along with affidavit to Integrity Pact as per Form-E of Proposal Forms~~.	☒
5.	Undertaking on company's letterhead **FORM-A of Appendix-V to ITB**, dully filled-in, signed and stamped regarding procurement from bidders from a country or countries sharing land border with India.	☐
6.	~~**The Form-2 of Appendix-III to ITB**, i.e. Public Procurement (Preference to Make in India) (PPP-MII) Policy, undertaking duly certified by the authorized signatory of the bidder having the Power of Attorney.~~	☒
7.	Bank Certified Mandate Form as per **FORM-G** of Proposal forms duly signed and stamped with the Banker's certification along with cancelled cheque.	☐
8.	Scanned copy of Udyam Registration MSE Documents (in case of MSE Bidder)	☐
9.	~~In case bidder's quoted value is more than 10 crore:~~ • ~~Certificate Under PPP-MII Order, 2017 By Statutory Auditor Or Cost Auditor, Or Practicing Cost Accountant Or Chartered Accountant, Towards Mandatory Minimum Local Content (for class-I local supplier/ class-II local supplier having value of Procurement more than INR 10 crore) (**Form-3 of annexure-III to ITB**)~~	☒
10.	Signed copy of Technical and / or commercial amendments (if any) (Bidder confirms that in-case signed copy of amendment has not been attached, the same is deemed to be accepted based on their confirmation of Bid Compliance in **FORM-A** and they hereby confirm compliance to such amendment which shall form part of the contract.)	☐
11.	Salient Feature of Offer (Indian) – Agreed Terms & Conditions **FORM-B of** Proposal Forms	☐
12.	Compliance to Bid requirement-**FORM C** of Proposal Forms	☐
13.	Self-Declaration of Conflict of Interest as per Format enclosed as **Annexure-X to SPC**	☐
14.	Valid GSTIN/UIN Registration Certificate / GSTIN Number along with Indemnity bond cum Undertaking as per **Proposal Form-I**	☐
15.	Self-Declaration of Debarment / Blacklisting / Holiday Listing & Allied Firms as per Format enclosed as **Annexure-XI to SPC**	☐

Bidder's Signature & Stamp

B. BIDDER MUST READ FOLLOWING INSTRUCTIONS ON COMPOSITE BIDDING CAREFULLY AND COMPLY:

a) Bidder to note that no correspondence shall be entertained after the due date for bid submission.

b) Bidder shall quote prices for only those items which the bidder can supply material as per specifications and for which bidder is approved by EIL/ OWNER.

c) No technical details of any nature shall be specified in the bid. Any technical documents, Catalogue or Specification submitted by bidder alongwith their bid shall not be given any cognizance. If any specific document submitted by bidder as 'technical deviations to any particular item/group/bid' alongwith their offer, the same shall be considered for rejection of particular item/group/bid respectively.

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 line with provisions of ITB.

d) The submission of prices by the bidder shall be construed that bidder has confirmed compliance with all technical specifications of the quoted items as well as commercial terms & conditions of enquiry document.

e) Other than the details and documents specifically required in the bid as per enquiry document, bidder shall not submit any other detail/ document in the bid.

f) Bidder should ensure submission of complete information/ documentation in the first instance itself. Evaluation of bids may be completed based on the details/ documents so furnished in bids without seeking any subsequent additional information/ clarification/ documents in line with provisions if ITB.

g) Non-Compliance of above Sl. No. A.-1, 2, 5, 11, 12 & 13, as applicable, may render the bid to be summarily rejected.

Bidder's Signature & Stamp

REQUEST FOR QUOTATION (RFQ)

(e-Bidding)

DCU REVAMP PROJECT OF

M/S NUMALIGARH REFINERYLIMITED

RFQ No.: LT/B440-003-WB-MR-3517/158 **Date: 07.05.2026**

SL NO.	SALIENT FEATURES		DETAILS
a)	**Client**	:	**Numaligarh Refinery Limited (NRL)**
b)	**Project**	:	**Delayed Coker Unit (DCU) Revamp of Numaligarh Refinery Project**
c)	**Item**	:	**VALVES GATE GLOBE & CHECK**
d)	**MR Category**	:	**I**
e)	**Pre-Bid Meeting**	:	**Not Applicable.**
f)	**Last date of receipt for pre-bid queries**	:	**13.05.2026**
g)	**BID DUE DATE(Last date and time of submission of e-Bids)**	:	Up to **12:00 Hrs. IST on 21.05.2026**
h)	**COMPOSITE BID OPENING**	:	**At 14:00 Hrs. IST on 22.05.2026**
i)	**e-Tendering portal for submission of e-bids**	:	**Central Public Procurement Portal (CPPP) website:** *https://eprocure.gov.in/eprocure/app*
j)	**Delivery Period/ Completion Period** :	:	**For Supply** Within **03 (Three) Months** on FOT Site / warehouse on freight prepaid & door delivery basis from the date of issue of LOA. The date of receipt of all materials at Project site shall be considered as date of delivery.
k)	**Payment terms**	:	Refer **Annexure-I to SPC**
l)	**EMD & bid document fee**		Not Applicable. **However, bidder to submit the duly filled, signed and stamped copy of 'Bid Security Declaration' as per the format Annexure-I to Bid Data Sheet (BDS).**
m)	**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 may be liable for rejection without any further correspondence**. Hence Bidder to ensure submission of complete bid without any deviation as per requirement of Enquiry document in first instance itself.		
n)	Bidder to note the RFQ cover attached with the RFQ is the **MOST IMPORTANT** document whose compliance shall decide the responsiveness of the bidder for composite bidding.		

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

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.NRL is in the process of expanding its refining capacity from 3.0 MMTPA to 9.0 MMTPA.
   Engineers India Ltd. (EIL) has been appointed the Licensing and Engineering, Procurement & Construction Management (EPCM) Consultant for this project. EIL invites e-bids for aforesaid Item for DCU Revamp Project of Numaligarh Refinery Ltd.
2. e-bids under **Single Stage Single Part (Composite Bid) system** are requested for the captioned item from eligible bidders as per RFQ Document, based on the requirement specified in this MR and in total compliance to technical specifications, scope and terms & conditions of RFQ documents/attachments.
3. All amendments, time extension, clarifications etc. will be uploaded in NIC CPP Portal only. Bidders should regularly visit the e-tendering website of NIC CPP portal https://eprocure.gov.in/eprocure/appto 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.
4. 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) **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.
   Bids sent through Fax/E-mail/ CD/DVD/Pen Drive / Physical Bids through Courier/Post will not be accepted. However, any specific document required to be submitted in physical form as per RFQ document shall be submitted in physical form.
5. Bidders are required to register themselves at https://eprocure.gov.in/eprocure/app. No registration fee would be charged from the bidders.
6. Bidders to refer e-Tendering methodology enclosed with this RFQ. Various links such as “Help for Contractor”, “Information about DSC”, “FAQ”, and “Resources Required”, “Bidders Manual Kit” etc. are available on home page of https://eprocure.gov.in/eprocure/appfacilitating 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.
7. NIC Portal mandates that the bidders are to be registered on the portal before any enquiry can be issued to them. In order to expedite issue of enquiries, the information of enquiry is being issued through EIL Tender Portal; however, document shall be available on Central Public Procurement Portal. The name of bidder whose NIC ID details are submitted/available to EIL shall be issued the enquiry and enquiry to the balance bidders can only be issued once they will register themselves on NIC portal and provide their registration details to EIL.
   Therefore, all those vendors who have still not registered on the NIC Portal are required to register on the same (immediately after issue of enquiry) and inform the undersigned the registration details for facilitating issue of enquiry to them on the NIC Portal failing which it will not be possible for them to upload their bids.
   All those bidders who have not complied with the above registration requirements will not be issued this enquiry on NIC portal and will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in NIC portal shall not be entertained.
8. The bid has to be necessarily submitted on the NIC Portal and only those bidders who are issued the enquiry through NIC Portal will be eligible to submit their bids. In case a bidder does not register on the NIC Portal and as a consequence, cannot be issued the enquiry through NIC Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained. Therefore, it is in the interest of the bidders that they register on the NIC Portal at the earliest.
9. The vendor registration on NIC Portal is a very user friendly process. However, in case of any doubt, the vendor may contact the undersigned. In the event of failure in bidder’s connectivity with EIL/NIC Portal during the last few hours on account of any unforeseen problem in the website or due to last moment rush, the bidder may

likely to miss the deadline for bid submission. In such a case no request for extension in bid due date will not be entertained. In view of the same, bidders are advised to upload their bid in advance

10. 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.
11. 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.
12. 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.
13. In case multiple works/units of a supplier are registered with EIL for the same product range/capacity/capability, then such supplier shall be eligible to submit single bid with an option to supply the item(s) from any of its registered work(s) in EIL. However in case of group companies, only one of the group company is permitted to submit the bid for the same product range/capacity/capability. In case it is found that group companies have submitted bids for the same product range/capacity/capability, bids from such group companies shall not be considered for further evaluation.
14. **Bidders are mandatorily required to indicate their name on BOQ (excel file), i.e. Price Schedule while uploading the price bid.**
15. Bidder to note that the Inspection shall be carried out in line with Inspection Philosophy mentioned in RFQ Document/BDS.
16. **Repeat Order: For applicability of Repeat Order refer Bid Data Sheet (BDS).**
17. The offer should be valid for **02 (Two) months** from final bid due date. In case Bidder quotes shorter validity of offer, then Bid shall be rejected.
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 and representative of such bidders shall not be allowed to attend the bid opening.
21. Consortium/ Unincorporated Joint Venture/ Multiple/ alternative bids shall not be acceptable.
22. Owner/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 Item(s)/work has to be terminated due to supplier's default and separate enquiry has to be floated to get the remaining/complete item(s)/work supplied/executed, such defaulting supplier will not be considered for enquiries issued for the refloated Item(s)/works of the same project.
23. A bidder may seek clarifications regarding the RFQ Document provisions, bidding process and/or rejections of his bid. EIL shall respond to such requests within a reasonable time.
24. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.
25. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
26. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner/EIL shall in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process.
27. Owner/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.
28. Owner/EIL shall also follow the prevailing Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012 as mentioned elsewhere in the RFQ document.
29. Owner/EIL shall also follow the prevailing Public Procurement (Preference to Make in India) Order 2017 (PPP-MII 2017) as mentioned elsewhere in the RFQ document.
30. Price Evaluation shall be carried out based on **Item-wise** lowest evaluated price (L-1) basis for each item of MR and Loading Criteria (if any) as per the relevant provisions of RFQ Document.
31. **Reverse auction :** For applicability of Reverse Auction refer Bid Data Sheet (BDS)**.**
32. Bidder to ensure to submit their pre-bid query/ies through NIC/CPP Portal only [https://eprocure.gov.in/eprocure/app]. Pre Bid queries received through email/any other mode like hard copies

shall not be given any cognizance. Also, Bidder to note that Pre-Bid queries reply/ies shall be published on NIC/CPP Portal only.

33. For detailed specifications, terms and conditions and other details, refer complete RFQ Document.

34. Engineers India Ltd including its officers and representatives, shall under no circumstances solicit or request any payment, monetary consideration from bidders other than those specifically stipulated in the published tender/enquiry document and its amendments (if any). Bidders are cautioned that, should they receive any phone calls, messages, emails, or personal approaches requesting payments other than specified in Tender/RFQ Document, such communications are fraudulent and do not originate from Engineers India Ltd. Engineers India Ltd shall not be responsible for any financial loss, penalty, or damage caused due to actions taken by Bidders/Contractors on the basis of such communications.

35. Contact person for this RFQ for any query/ clarification:

i. Mr. Sethu Siddharth, Sr. Manager (SCM)
Phone no. +91-0124-289 1352
E-mail ID**:** siddharth.sethu@eil.co.in

ii. Mr. Lalit Sharma, DGM (SCM),
Phone no. +91-0124-289 1306
E-mail ID**:** lalit.sharma@eil.co.in

iii. Mr. Lotavath Thavurya, GM (SCM),
Phone no. +91-0124-289 1281
E-mail ID**:** l.thavurya@eil.co.in

***Please specify NIC Tender No. & 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)

Enclosures:

RFQ documents as specified below are available at **CPP Portal (https://eprocure.gov.in/eprocure/app)**

- **RFQ Cover**(Bidder shall ensure the submission of duly filled, signed and stamped RFQ Cover for evaluation of their bid)
- **RFQ**
- **Bid Data Sheet**
- **Instruction to Bidders(ITB)**
  - **Appendix-I**: Pre-signed integrity pact- **NOT APPLICABLE**
  - **Appendix-II**: Purchase preference to micro or small enterprises
  - **Appendix-III**: Public Procurement (Preference to Make in India) (PPP-MII) Policy- **NOT APPLICABLE**
  - **Appendix-IV**: Domestically manufactured iron & steel Policy (DMI&SP)-**NOT APPLICABLE**
  - **Appendix-V**: Procurement from a bidder from a country sharing land border with India
  - **Appendix-VI**: Proforma for Bank Guarantee
  - **Appendix- VI-A**: Bidder side Manual (for online EMD submission)-**NOT APPLICABLE**
  - **Appendix-VII**: Instructions to bidders for e-tendering
  - ~~Appendix-VIII: Commercial loading of offers in case of deviations~~
  - **Appendix-IX** : NRL'S policy for holiday listing/ banning/ debarring of contractors/ suppliers
- **Proposal Forms**
  - **Form-A** Bid Compliance and Mandatory Information Requirement
  - **Form-B** Salient Feature of Offer (Indian) – Agreed Terms & Conditions
  - **Form-C** Compliance to Bid requirement
  - **Form-D** Deleted
  - **Form-E** Affidavit towards Integrity Pact along with IP- **NOT APPLICABLE**
  - **Form-F** Deleted
  - **Form-G** Bank Mandate Form
  - **Form-H** Deleted
  - **Form-I** Indemnity Bond cum Undertaking
  - **Form-J** Deleted
  - **Form-K** Deleted
  - **Form-L** Deleted
- **Special Purchase Conditions**
  - **Annexure-I**: Payment terms
  - **Annexure -II**: Taxes & duties
  - **Annexure -III**: Terms & conditions for post warranty comprehensive annual maintenance contract **- Not Applicable**
  - **Annexure -IV**: Terms & conditions for Indian sourced components/ services by foreign bidder **-Not Applicable**
  - **Annexure-V**: Terms & conditions for supervision of erection, testing & commissioning / training at site **- Not Applicable**
  - **Annexure –VI**: Terms & conditions for installation/ site work **- Not Applicable**

- **Annexure –VII**: Terms & conditions for training of owner personnel as per MR at vendor's works/ training facility - **Not Applicable**
- **Annexure –VIII**: Packing, Marking, Shipping and Documentation Specifications (for Indigenous Materials)
- **Annexure –VIII**: Packing, Marking, Shipping and Documentation Specifications (for Imported Materials) -**Not Applicable**
- **Annexure –IX**: Extract of NRL Insurance policy
- **Annexure –X:** Self declaration of conflict of interest
- **Annexure –XI:** Self declaration of debarment / blacklisting / holiday listing & allied firms

- General Purchase Conditions – (GPC Indigenous)
- Price Schedule Format (Indian Bidders)
- **MATERIAL REQUISITION NO.: B440-003-WB-MR-3517 REV.A**

BID DATA SHEET
(BDS)

BID DATA SHEET

S.NO.	ITB CLAUSE NO.	CONTENT
1.	**Clause No. 2.0 of ITB (ELIGIBLE BIDDERS)**	This Enquiry is issued on Domestic Limited Competitive Basis.
2.	**Clause No: 15 of ITB (BID CURRENCY AND PAYMENT)**	Indian Rupees (INR) Only
3.	**Clause No: 19 of ITB (INTEGRITY PACT & AFFIDAVIT TOWARDS IP)**	**NOT APPLICABLE**
4.	**Clause No: 14 of SPC (TESTING AND INSPECTION)**	By NRL approved Third Party Inspection Agency (TPIA) **M/s TUV Rheinland (India) Pvt Ltd. mentioned under 'Name of NRL approved TPI Agencies' against Cl. No. 14.6 of SPC stands deleted.**
5.	**Clause No: 34 of ITB (EVALUATION & COMPARISON OF BIDS)**	The evaluation shall be on **Itemwise Basis.** Comparison Methodology shall be as per ITB**.**
6.	**Clause No: 37 of ITB PREFERENCE TO MICRO & SMALL ENTERPRISES**	**Applicable**
7.	**Clause No. 39 of ITB (POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT(DMI&SP)**	**NOT APPLICABLE**
8.	**Clause No: 38 of ITB [PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), (PPP-MII, 2017) POLICY]**	**NOT APPLICABLE**
9.	**Clause No: 7 of SPC (PAYMENT TERMS (FOR INDIGENOUS SUPPLIERS))**	Payment terms shall be as per Annexure-I to SPC
10.	**Clause No: 16 of SPC [DELAYED DELIVERY]**	Applicable as per Clause No. 16 of Special Purchase Conditions (SPC).
11.	**Clause No: 37 of SPC (REPEAT ORDER)**	Applicable
12.	**Clause No: 23 of SPC (PART ORDER)**	Applicable
13.	**Clause No : 31 of RFQ (Reverse Auction)**	Not Applicable
14.	**Clause 22 of GPC – Acceptance of Bid & Acknowledgement of Order** **Clause 29 of GPC – Warranty Bank Guarantee (WBG)** **Clause 29A of GPC – Contract Performance Security (CPS).** **Clause 40 of GPC – Submission of CPS/WBG.**	Not Applicable.
15.	**Clause 20 of GPC – Arbitration**	Clause No. 20 of GPC [General Purchase Conditions-2024] of Bidding Document stands replaced with "Annexure-A to Bid Data Sheet"
16.	**Contract Performance Bank Guarantee (CPBG)**	"Insurance Surety Bonds (ISB)" are also to be accepted against "Contract Performance Bank Guarantee (CPBG)", in addition to the existing modes of BGs / Online deposits, as per formats enclosed as Annexure-B to BDS.

17.	**POSTAL ADDRESS & CONTACT DETAILS FOR SUBMISSION OF DOCUMENT IN PHYSICAL FORM, IF ANY, AS PER RFQ**	The detail of Contact Persons for any query/clarification/communication, **Postal address** is: **Mr. LOTAVATH THAVURYA, GM (SCM)** **ENGINEERS INDIA LIMITED** **R&D COMPLEX, SECTOR-16 (On N.H.-8)** **TOWER-2 (2nd FLOOR),** **GURGAON-122 001** **HARYANA (INDIA)** Phone no. +91-124- 289 1352 / 1306 / 1281 **E-mail ID:** l.thavurya@eil.co.in /lalit.sharma@eil.co.in / siddharth.sethu@eil.co.in

Annexure A to Bid Data Sheet

SETTLEMENT OF DISPUTES

I) FOR THE SETTLEMENT OF DISPUTES WITH THE PRIVATE PARTIES:

All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or supply or the execution or maintenance thereof of this contract/supply or the rights touching or concerning the works or the execution effect thereof or to the rights or liabilities or the construction meaning , operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract/supply or whether before or after determination, foreclosure or breach of the contract/supply (other than those in respect of which the decision of any person is by the contract/supply expressed to be final and binding) shall be endeavoured to be amicably settled by the parties in the following manner:

a) At the first instance by the Engineer-In-Charge/ Purchase Officer
b) At the second instance by the Chief Executive of NRL (Presently Managing Director) or authorized representatives of Chief Executive of NRL.
c) Parties may opt for conciliation under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.
d) In case party is not satisfied with the above, the matter will be referred to Arbitration.
e) The option of amicably settling the dispute will be open at any time during and post arbitration or court litigation or Tribunal or in any other jurisdictional forum and/or before or after award, order, judgement etc. passed by arbitrator(s), court(s), tribunal(s) or any other jurisdictional forum(s).

II) Arbitration Clause:

i. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of NRL (hereinafter Company) against the Contractor/Vendors or of the Contractor/Vendors against company or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof.

ii. Reference to Arbitration shall be made by writing a letter to the Managing Director of the Company, with copy to the Contractor/Vendor or the company, as the case may be.

iii. On receipt of such letter referring the dispute to Arbitration, Managing Director or any other officer of the Company delegated by Managing Director shall, within 30 days from the receipt of the said letter, suggest to the parties the names of three persons, who are not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof for selection of one of them for appointment as a sole Arbitrator, to adjudicate the dispute(s) between the parties.

iv. If while referring the dispute to Arbitration the parties mutually agree that the Arbitration will be by a Tribunal consisting of three Arbitrators, then each party will nominate one person, who is not forbidden to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute.

v. Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the Award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.

vi. The party(ies) against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a Cross-Claim, Counter- Claim or set off before the Arbitrator(s) in respect of any matter or issue arising out of or in relation to the Agreement without seeking a formal reference to Arbitration for such Counter-Claim, Cross Claim or set off and the Arbitrator(s) shall be entitled to consider and deal with the same as if the matters arising there from has/have been referred to him/them originally and deemed to form part of the reference made to Arbitration.

vii) Place of arbitration shall be unless otherwise agreed by the parties, will be Numaligarh Or Guwahati as mutually agreed.

viii) The parties hereby agree that, unless the Arbitration and Conciliation Act,1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof prohibits, the courts in the city of Golaghat or Guwahati shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator(s) / Arbitral tribunal shall be filed in the concerned courts in the District Court of Golaghat or Kamrup Metro.

(ix) Notwithstanding anything contained in the contract between the parties, the aforementioned clause nos. (i) to (viii) shall be applicable only in case where the value of dispute between the parties, including the claim, counter claim, or set off is less than Rs. 10 Crores for contracts of domestic procurements.

x) In case of a value of the dispute is above Rs. 10 Crores for contracts of domestic procurements the party shall have to approach the Managing Director, NRL for Mediation

III) **FOR THE SETTLEMENT OF DISPUTES WITH PSEs / Government** (except a dispute or difference concerning the Railways, Income Tax, Customs and Excise Duties): Appointment will be done as per Government guidelines / circulars, etc. prevailing at the time of reference of the disputes.

IV) **MEDIATION**

i. **Initiation of Mediation**
For disputes valued above Rs. 10 Crores, the concerned party shall approach the Managing Director of NRL with their claim. Upon receiving such a request, the Managing Director shall refer the matter to a High-Level Committee (HLC) for mediation, where applicable.

ii. **High-Level Committee (HLC)**

A High-Level Committee will be constituted by the MD of NRL, comprising a Chairman and two Members, following these guidelines:

a. **Chairman**
The Chairman will be selected from individuals of high integrity from the following categories:-
• Retired Civil Servant not below the rank of Joint Secretary.
• An officer who has served as an Independent External Monitor (IEM) at any Public Sector Undertakings (PSUs).
• Retired High Court or Supreme Court Judge.

b. **Members**
Members will be individuals who had superannuated from any Central Oil PSUs not below the rank of CGM.

iii. **Mediation Procedure**
Mediation shall be conducted within the territorial jurisdiction of a court or tribunal competent to decide the subject matter of the dispute in accordance with the Mediation Act 2023. Mediation under this Act must be completed within one hundred and twenty days from the date fixed for the first appearance before the mediators.

iv. **Post-Mediation Recourse**
In the event of the failure of the mediation process, the parties retain the right to pursue appropriate legal recourse.

Annexure-B

PROFORMA OF SURETY BOND FOR CONTRACT PERFORMANCE SECURITY

(To be executed on non-judicial stamp paper of appropriate value)

Ref..... Guarantee No.....

To,

Chief General Manager (Commercial)

Numaligarh Refinery Limited,

Pankagrant, PO: Numaligarh Refinery Project,

Dist-Golaghat (Assam), India, PIN-785699

Dear Sir (s),

In consideration of you, Numaligarh Refinery Limited, having its office at [122A, G.S. Road, Christianbasti Guwahati-781005] (hereinafter referred to as the "**NRL**", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having awarded the Contract to [***insert name of the Contractor***] having its registered office at [***insert address of the Contractor***] (hereinafter referred to as the "**Contractor**", which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) in relation to [***insert Contract Name/Work Description***] pursuant to the Contract Agreement bearing Reference Number [***insert reference number***] (hereinafter collectively referred to as "**Contract Documents**"), we [***insert name of the Guarantor***] having our registered office at [***insert registered address of the Guarantor***] and one of its branches at [***insert relevant branch address of the Guarantor***] (hereinafter referred to as the "**Guarantor**", which expression shall include its successors and assigns), at the request of the Contractor, do hereby irrevocably, unconditionally, and without reservation guarantee the due and faithful performance, discharge, and compliance of all terms, conditions, and obligations under the Contract Documents by the said Contractor and unconditionally undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest, or proof of satisfaction or condition, and without reference to the Contractor, an amount of Rs. [***insert amount***] (hereinafter referred to as the "**Guarantee Amount**") as our primary obligation if the Contractor shall fail to perform, discharge, or comply with any of the terms, conditions, or obligations contained in the said Contract Documents.

NOW, THEREFORE, the Guarantor hereby unconditionally and irrevocably guarantees and affirms as follows:

1. This Performance Guarantee (hereinafter referred to as the "**Guarantee**") shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the NRL on the Guarantor until the NRL discharges this Guarantee, subject however that the NRL shall have no claims under this Guarantee after [***insert time and date including at least 03 (three) months beyond the defect liability period, plus six months' claim period***] or any written extension(s) thereof.

2. In order to give full effect to this Guarantee, NRL shall be entitled to treat the Guarantor as the principal debtor. NRL shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions contained in the said Contract Documents or to extend time for performance of the Contract or the validity period of the Performance Guarantee or the period for compliance with any obligations by the Contractor or to postpone for any

time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract Documents or the securities available to NRL, and the Guarantor shall not be released from its liability under these presents by any exercise by NRL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of NRL or any indulgence by NRL to the said Contractor or by any change in the constitution of NRL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to Guarantee would but for this provision have the effect of releasing the Guarantor from its such liability.

3. It shall not be necessary for the NRL to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against the Guarantor as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Contractor to the NRL and notwithstanding that any such security shall at the time when claim is made against the Guarantor or proceedings taken against the Guarantor hereunder, be outstanding or unrealized.

4. The amount stated by the NRL in any demand, claim or notice made with reference to this Guarantee shall as between the Guarantor and the NRL for the purpose of this Guarantee be final, conclusive and binding of the amount payable by the Guarantor to the NRL hereunder.

5. The liability of the Guarantor to the NRL under this Guarantee shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the NRL, the Contractor and the Guarantor and/or the Guarantor and the NRL or otherwise howsoever related to this Guarantee or the liability of the Contractor to the NRL, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Guarantor not to pay or for any cause withhold or defer payment to the NRL under this Guarantee, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Guarantor shall be and remain liable to make payment to the NRL in terms thereof.

6. We, the Guarantor, further agree that NRL shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the aforesaid Contract Documents and the decision of NRL that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

7. This Guarantee shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Contractor or any change in the legal constitution of the Guarantor or the NRL.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Guarantor and sent by courier or by registered mail or via email to the Guarantor at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Guarantor along with branch address and delivered at our above branch and/or via email to: [***insert email ID***] which shall be deemed to have been duly authorized to receive the said notice of claim.

10. We, the Guarantor, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRL in writing.

11. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Guarantor.

12. This Guarantee issued by us is in full compliance with applicable laws of India, as amended from time to time.

13. This Guarantee is for the benefit of NRL and its successors and assigns. This Guarantee is binding not only on the Guarantor, but also on the Guarantor's successors and permitted assigns. The Guarantor shall not assign its rights and obligations hereunder to any person, insurer, company or other entity except as permitted by NRL in writing.

14. Notwithstanding anything herein:
    i. The Guarantor's liability under this Guarantee shall not exceed Rs. [***insert Guarantee Amount***];
    ii. This Guarantee shall remain in force until [***insert***];
    iii. This Guarantee shall have additional claim period of [***six***] months thereafter; and
    iv. The Guarantor is liable to pay the Guarantee Amount or any part thereof under this Guarantee only if NRL serves upon the Guarantor a written claim or demand upon the Guarantor or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [●] day of [●], [●] at [●].

SIGNED, SEALED, AND DELIVERED

For and on behalf of the Guarantor by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

----------o----------o----------o----------o----------

Instructions: -

(a) The surety bond shall be from a Surety Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
(b) The surety bond should contain the name, designation and code number of the officer(s) signing the surety bond.
(c) The address, telephone number, E-mail and other details of the head office of the surety insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch. The letter may also include any web portal link, from where the Surety Bond can be confirmed by the Company.
(d) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ANNEXURE-I TO BID DATA SHEET (BDS)

BID SECURITY DECLARATION

Bid Security Declaration
(On Bidder's Letterhead)

Annexure - .....

To,
Numaligarh Refinery Limited,
----------,
----------,
----------.

Subject: Bid Security Declaration

Tender No. : .....[Insert Tender Number].....
Name of Work/Job : .....[Insert Job Description].....

Dear Sir / Madam,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s ....*(Name of Bidder)*..... have submitted our Offer/ Bid no : .....,

We, M/s ....*(Name of Bidder)*..... hereby understand that, according to your conditions, we are submitting this Bid Security Declaration.

We understand that we will be put on holiday/ banning list (as per Holiday Listing Policy of Numaligarh Refinery Limited in this regard), if we are in breach of our obligation(s) as per following:

1. We withdraw or amend our tender suo-moto after opening of bid & within the period of bid validity; or
2. We impair or derogate from the tender in any respect within the period of validity of the tender; or
3. We do not accept the 'arithmetical corrections' of our bid price during evaluation, as per provision of tender document; or
4. We become successful bidder and fail to sign / accept the contract, if awarded to us; or
5. We refuse or fail to furnish Contract Performance Security within the stipulated time as per tender / LOA or within the extended time allowed by NRL (if any); or
6. We are found to have neglected / abandoned the LOA / contract; or
7. We refuse or fail to execute the awarded Contract as per the terms and conditions of the Contract; or
8. We are found to be having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure; or
9. We commit any breach of tender conditions during execution of the contract.

This declaration is valid till the validity of our offer and shall extend automatically if the bid validity date is extended from our side.

For & on behalf of M/s ____ [Name of the Bidder]____

Signature : [Authorized Signatory]
Name : [Name]
Designation : [Designation]
Date : [Date]
Company Seal : [Seal]

DELAYED COKER UNIT (DCU) REVAMP PROJECT

INSTRUCTIONS TO BIDDER (ITB) – COMPOSITE BIDDING

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Form-C	Compliance to Bid requirement
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Form-F	Deleted
Form-G	Bank Mandate Form
Form-H	Deleted
Form-I	Indemnity bond cum Undertaking
Form-J	Deleted
Form-K	Deleted
Form -L	Deleted

1 SCOPE OF BID

1.1. Numaligarh Refinery Limited (NRL), is a Government of India Enterprise having its registered office at 122A, GS Road, Christian Basti, Guwahati-781005. NRL operates a 3.0 MMTPA Refinery at Numaligarh in the District of Golaghat, Assam since the year 2000.

1.2. NRL is in the process of expanding its refining capacity from 3.0 MMTPA to 9.0 MMTPA.

1.3. NRL hereinafter referred to as "Owner" has appointed M/s Engineers India Ltd. (EIL) as License Engineering-Procurement-Construction Management (LEPCM) Consultant hereinafter referred to as "Consultant" and shall be the Engineer-in-Charge for Delayed Coker Unit (DCU) Revamp of Numaligarh Refinery Project hereinafter referred to as "Project".

EIL on behalf of NRL is authorized to enter into correspondence/ discussions & obtain any clarifications from the bidder.

1.4. SCOPE OF SUPPLY/ WORK: The scope of Supply/ Work shall be as defined in the Material Requisition (MR) included in the RFQ document. MR means the Technical part of RFQ Document.

1.5. The successful Bidder shall complete the Scope of Supply/ Work within the Time period/ Completion period stated in RFQ Document.

2 ELIGIBLE BIDDERS

Eligibility conditions are as under:

2.1 An Eligible bidder may be a firm or a company, who, have been issued the RFQ Document on Limited Competitive Bid Basis.

2.2 Bid submission is allowed only to the bidders to whom RFQ Document has been issued.

2.3 Deleted.

2.4. Bidder to comply with guidelines regarding procurement from bidders from a country or countries sharing Border with India issued vide OMs no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 (Public procurement no. 1, 2 & 3) of Department of Expenditure (Ministry of Finance) of Government of India. These guidelines are available on the website of DoE (https://doe.gov.in/procurement-policy-divisions).

2.5. Bidder to refer Purchase Preference (linked with local content) Policy in accordance with the provisions detailed in RFQ Document for eligibility.

2.6. Deleted

2.7. **Black-list / Holiday List /Suspension / Banning List**

2.7.1. Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit a self-certificate stating that they are not under liquidation, court receivership or similar proceedings failure to do so or the bidder is under, court receivership or similar proceedings, their bids shall not be considered.

2.7.2. A bidder who is on Black-list / Holiday List /Suspension / Banning List of NRL / MoPNG as 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.

In limited enquiries, if the RFQ document were issued inadvertently/ downloaded from website, offers submitted by such Bidders shall not be considered for Bid opening/evaluation/Award.

Policy for Holiday listing/Banning/Debarring Contractors/Suppliers of NRL is attached as Appendix IX to ITB. Bidder to submit self-declaration **as per Annexure XI to SPC**

2.7.3. Deleted.

2.7.4. Deleted.

2.7.5. The information as per Clause 2.7.1 to 2.7.3 above, shall be submitted as per enclosed proposal Form-B. Non-submission of this undertaking duly filled in and signed shall render the Bid non-responsive and shall be rejected.

2.7.6. Bids by Consortium / Un-incorporated Joint Ventures are not acceptable unless specifically permitted in NIT/ IFB/RFQ.

2.8. **MSE Bidder:**

MSE Bidder wherever specified in the Bidding Document shall mean the following and shall comply with the below stated requirements to enable EIL/NRL to consider give them the Benefits, as specified elsewhere in the Bidding Document:

a) MSEs shall provide the necessary valid document issued as evidence of registration by UDYAM. 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).

b) The status of MSE Bidder as on close date of the tender shall be considered for applying above benefits for entire evaluation taking into account notification S.O. 4926(E) dated 18.10.2022 issued by Ministry of Micro, Small and Medium Enterprises, attached as Appendix-II to ITB.

c) Bidder participating as Trader / Agent etc. shall not be given any benefit as available under PPP-2012.

d) In case, a MSE Bidder doesn't submit the MSE document or submits invalid document or submitted un-authenticated MSE document, such Bidders shall not be considered for providing benefits under MSE policy.

e) Bidder shall submit the declaration towards the above, as per proposal Form enclosed with the Bidding Document**.**

2.9. **Conflict of Interest among Bidders/agents:**

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 Procuring Entity'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) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
f) In cases of agents quoting in offshore procurements (GTE), 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 Indian agent on his behalf; and [in case of receipt of bids from both the Indian agent & the principal, the principal manufacturer shall be approached to arrange for withdrawal of one of the bids; in case of non-withdrawal, the bid from the principal manufacturer shall be considered]

(ii) Indian/foreign agent on behalf of only one principal.

g) a 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;

h) 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.

3 Deleted.

4 COST OF BIDDING

4.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid, and Owner / Consultant, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the Bidding process.

5 DELETED

6 CONTENTS OF BIDDING DOCUMENT

6.1. Details of the Tender can be viewed / downloaded from the following websites:

- E-Tendering website on CPP Portal of NIC URL: **https://eprocure.gov.in/eprocure/app**
- Bidders are required to upload & submit their e-Bid on above referred E Tendering website only.
- All updates, amendments, Corrigendum including Bid time extension, clarifications etc. (if any) will be uploaded / posted in the above websites only. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit the websites to keep themselves updated.
- The link to download Bidding Document has also been hosted on website http://tenders.eil.co.in/newtenders/

6.2. The Bidder is expected to examine Bidding Documents, Bidding guidelines as available on E-Tendering website, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding Documents. The invitation for Bid together with all its attachment thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

7 DELETED

8 AMENDMENT OF BIDDING DOCUMENTS

8.1. At any time prior to the deadline for submission of Bids, the Owner/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by the Bidders, modify the Bidding Documents by issuing/publishing amendment (also named as Addendum/Corrigendum).

8.2. Any amendment thus issued shall form part of the Bidding Documents. The amendment will be published on e-Tendering Portal**.** Bidders have to take into consideration of all the amendment (s) published on e-Tendering portal before submitting their Bid.

8.3. The Owner may, at its discretion, extend the date of submission of Bids in order to allow the Bidders a reasonable time to furnish their most competitive Bid taking into account all the amendments published.

9 LANGUAGE OF BID

9.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and EIL, shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9.2. Deleted.

10 DELETED

11 DOCUMENTS COMPRISING THE BID

11.1. 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 11.3.1 below 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.

11.2. Electronic Bids (e-bid) as per RFQ Cover shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions of the Bidding Document..

11.3. The Bid shall be submitted in single part in the website under the following cover

11.3.1 **COMPOSITE BID (COVER: Fee/Pre-Qual/Technical/Finance);**

a) Covering letter of Bid on Bidder's letter head.

b) Covering page of all technical and commercial amendments, if any.

c) Udyam Registration Certificate in case bidder is MSE bidder.

d) Prices in Price Schedule Format.

e) Duly filled signed & stamped Bid Compliance and Mandatory Information Requirement, as per **Proposal Form – A**

f) Duly filled signed & stamped Agreed Terms & Conditions (ATC) (Indigenous), as per **Proposal Form - B**

g) Compliance to Bid Requirement, as per **Proposal Form-C**.

h) Integrity Pact as per **Appendix – I to ITB** (if applicable as per BDS), duly signed and stamped on each page by the signatory holding Power of Attorney, along with Affidavit towards IP, as per **Proposal Form-E**.

i) Bank Mandate Form, as per **Proposal Form-G.**

j) Affidavit for Domestically Manufactured Iron & Steel Policy (DMI&SP) in accordance with attached DMI&S Policy **(Form-1 to Appendix – IV to ITB)**, if applicable as per BDS.

k) Public Procurement -Preference to Make in India: In case Bidder is claiming the PPP-MII benefit, Bidder shall also submit Form-3 to Appendix-III to ITB i.e. certification by statutory auditor / cost auditor / practicing cost accountant / practicing chartered towards local content (when total Procurement value is INR 10 Crore or above) or self-certification as per Form – 2 on their letter head (when total procurement value is less than INR 10 Crore) duly signed and stamped and certified as per the instructions provided therein.

l) Signed and stamped copy of Form-A (on Company's Letterhead) attached with Appendix-V of this ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Border with India.

m) Self – declaration of Conflict of Interest as per Format enclosed as **Annexure X to SPC**

n) Valid GSTIN/UIN registration certificate / GSTIN Number alongwith Indemnity bond cum undertaking **as per Proposal Form - I**

(NRL at its discretion may not consider the bidder's bid for further evaluation if the same is not found uploaded with the bid or not found to be valid in GST portal. Any misinterpretation or misinformation may attract penal action including putting the bidder on holiday / blacklisting as per rules in vogue at NRL.)

o) Signed & stamped copy of T&C of Supervision of Erection/Testing & commissioning/ Training at Site, T&C of Training of Owner's personnel at vendors works/ Training facility (as applicable)

p) Signed & stamped copy of T&C for Site Work (as applicable)

q) Any other information required in the RFQ/ Bidding Documents/ BDS.

Note:

i. Deviation to terms & conditions, presumptions etc. shall not be stipulated in bid. In case of any conditions stipulated in 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).

ii. Bids shall be submitted by the bidder through e-tendering portal using their digital signature.

iii. 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.

iv. Other than details / documents specifically spelt out in the RFQ document, bidder shall not furnish any other details/comments/documents/clarifications elsewhere in the e- bid. In case of any deviations/comments/clarifications to RFQ terms and conditions stipulated in the bid, the bid shall be liable for rejection.

v. 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 for the following service:

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 a 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.

This requirement of including UDIN shall not be applicable for certificate / reports issued / attested by a chartered accountant practicing in foreign country.

12 DELETED

13 SINGLE STAGE SINGLE PART BID (COMPOSITE BID)

13.1. The techno-commercial bids containing all commercial conditions, taxes, duties, freight and price bids shall be submitted together and the techno commercial and price bids shall be opened at the same time.

14 BID PRICES

14.1. Prices shall be furnished strictly in the Price Schedule format(s) enclosed with the Bidding document. Quoted prices shall be net of discount, if any. Conditional discounts, if offered by a Bidder, shall not be considered for evaluation.

14.2. deleted

14.3. All duties, taxes, and other levies shall be as per Special Purchase Conditions.

14.4. The Bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the RFQ/Bidding 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/Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

14.5. Deleted.

14.6. **Testing and Inspection charges**:

Goods and Services shall be subject to stage wise and final inspection by Third Party Inspection (TPI) agency. The TPI charges shall be included in quoted prices, and no additional charges shall be paid by Owner. Similarly, all built in import content (if applicable) shall also be subject to inspection by TPI agencies listed in the SPC, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.

15 BID CURRENCY AND PAYMENT

15.1. Bidding currency shall be in Indian Rupees (INR).

16 BID VALIDITY

16.1. The Bid shall remain valid for the period of **2 months** from the final bid due date. Owner/EIL shall reject a Bid valid for a shorter period being non-responsive.

16.2. Bidders shall not be entitled during the above period, without the consent of EIL/NRL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof or to submit new deviation. In case of Bidders revoking/withdrawing or cancelling their Bid or varying any terms in regard thereof without the consent of NRL/EIL in writing, their Bid shall be rejected. Such Bidder may also be put on Holiday/ Suspension/ banning list, as applicable of EIL/NRL as per their existing policy in this regard.

16.3. In exceptional circumstances, prior to expiry of the original Bid validity period, the Owner/EIL may request that the Bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by -post/e-mail). The Bidder shall response in writing.

16.4. Any Bidder who does not extend the Bid Validity, such Bids shall be rejected & not considered for further evaluation.

17 DELETED

18 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)

18.1. Procuring authorities as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

(i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing

or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

18.2. Obligations for Proactive Disclosures

(i) Procuring authorities as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract; and

(ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country or of being debarred by any other procuring entity.

(iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity.

18.3. Punitive Provisions: Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

(i) if his bids are under consideration in any procurement

a) calling off of any pre-contract negotiations, and;

b) rejection and exclusion of the bidder from the procurement process

(ii) if a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

(iii) Provisions in addition to above:

a) Banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period; as specified in the NRL's policy for holiday listing Banning/ Debarring of Contractors/ Suppliers.

b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

19 INTEGRITY PACT

19.1. Integrity Pact duly signed by authorized representative of NRL is attached **as Appendix – I to this ITB**. All pages of the Integrity Pact are to be returned by the bidder (along with the unpriced bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid of estimated value of Rs. 1 Crore and above not accompanied by Integrity Pact duly signed by the bidder or the bidder not agreeing to submit a copy of the signed integrity pact shall be considered to be a nonresponsive bid and shall be rejected. Bidder shall not retype or use any IP other than signed IP provided with the Bidding Document.

19.2. Bidder shall also submit an Affidavit as per **Proposal Form – E** confirming that the Bidder is not

involved in any case of Transgression in terms of Integrity Pact.

19.3. Non-submission of IP and Affidavit, and non-adherence to the IP, shall lead to rejection of the Bid. In case of Bid submitted by any partnership firm or Consortium bidder, Integrity Pact must be signed by all Partners/ Consortium members.

19.4. If the Bidder has been disqualified from the tender process prior to the award of the Order in accordance with the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.

19.5. If the Order has been terminated according to the provisions of the Integrity Pact, or if NRL is entitled to terminate the Order according to the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Vendor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the Integrity Pact.

19.6. Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitors as per Integrity pact. Details of Independent External Monitors is as per Appendix I to ITB.

20 DELETED

21 ZERO DEVIATION BID

21.1. 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.

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

(i) Bidder to note that no correspondence shall be entertained after the due date for bid submission.

(ii) Bidder shall quote prices for only those items which the bidder can supply material as per specifications and for which bidder is approved by EIL.

(iii) No technical details of any nature shall be specified in the bid. Any technical documents, Catalogue or Specification submitted by bidder alongwith their bid shall not be given any cognizance. If any specific document submitted by bidder as 'technical deviations to any particular item/group/bid' alongwith their offer, the same shall be considered for rejection of particular item/group/bid respectively

(iv) Bidder shall note that enquiry is issued on zero deviation basis. Bidder shall comply with all technical specifications & commercial terms and other conditions of the enquiry document without any deviations/ clarifications. Any deviation stipulated by bidder shall result in summary rejection of the bid.

(v) The submission of prices by the bidder shall be construed that bidder has confirmed compliance with all technical specifications of the quoted items as well as commercial terms & conditions of enquiry document.

(vi) Other than the details & documents specifically required in the bid as per enquiry document, bidder shall not submit any other detail / document in the bid.

(vii) Bidders should ensure submission of complete information/documentation in the first instance itself. Evaluation of bids may be completed based on the details/documents so furnished in bids without seeking any subsequent additional information/clarification/documents. NRL/EIL reserves the right to issue single CQ to respective L1 bidder in compliance to only those documents which do not fall under Price implication category.

(viii) In case bidder does not quote rate of GST in the offer and HSN/ SAC code quoted, rate corresponding to HSN/ SAC code shall be considered. If both rate and code are not quoted, bid shall be evaluated with highest of the rate quoted by other bidders and same shall be considered for ordering. However, payment of GST shall be made at actual subject to maximum of GST rate incorporated in the PO.

22 SUBMISSION OF BIDS

22.1. No Physical Bids / Offers shall be permitted. Bidders are required to upload the Bid/ offer along with all supporting documents including Priced Bid on E-Tendering Portal https://eprocure.gov.in/eprocure/app only and the offers/Bids submitted online through this Portal shall only be considered for evaluation and ordering. Refer Appendix-VII to ITB for INSTRUCTIONS TO BIDDERS FOR E-TENDERING.

23 DEADLINE FOR SUBMISSION OF BID

23.1. The E-Bids must be submitted on or before the last date and time mentioned in the RFQ.

23.2. The Owner / EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice to all prospective Bidders, extend the deadline for the submission of e-Bids in which case all rights and obligations of the Owner /EIL and Bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23.3. Accordingly, Bid Due Date (BDD) means the final due date and time of submission (dead line of submission) of Bid including the extensions (if any) thereof.

24 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

24.1. No Bid will be received after the deadline of submission of Bid.

24.2. Unsolicited Bids or Bids being submitted to address other than one specifically stipulated in the Bid documents will not be considered for opening / evaluation / award.

25 MODIFICATION AND WITHDRAWAL OF BIDS

25.1. The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the due date prescribed for submission of Bids.

25.2. No Bid shall be modified subsequent to the deadline for submission of Bids.

25.3. No Bid shall be allowed to be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity.

25.4. **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 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

26.1. The Owner/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 of the ground for Owner/EIL's action.

27 BID OPENING

27.1. The Bids shall be opened online through E-Tendering CPP portal, at the specified date and time given in the RFQ document or extended otherwise.

27.2. Bidders can view the bid opening details online at their respective places, there will be no separate public opening and the bidders shall not be called for attending the bid opening.

27.3. Only name(s) of the Bidders who has/have submitted the Bid(s) shall be visible to the Bidders.

27.4. If after the opening of price part, it is observed that the bidder has not indicated the prices in the price bid, the bid of such bidder shall be considered as non-responsive and shall be rejected.

28 CLARIFICATION REQUESTS FROM BIDDERS

28.1. A bidder may seek clarification regarding the Bidding Document provisions, bidding process and/ or rejection of his bid. NRL/EIL may respond in writing to any request for any information or clarification or query on the bidding conditions, bidding process and/or rejection of its bid -directly to the concerned bidder or by publishing in the e-tendering portal - depending on the nature & content of the information/clarification sought. 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. Bidder shall examine the bidding document thoroughly in all respect and if any conflict, discrepancy, ambiguity, error or omission is observed, bidder may request information/ clarification of the bidding document in writing so as to reach office of NRL/EIL not later than 07 days prior to the last date for submission of bids.

29 CONTACTING THE OWNER / OWNER REPRESENTATIVE

29.1. From the time of the Bid opening to the time of the award, if any Bidder wishes to contact NRL/EIL for any matter relating to the Biding process, it should done in writing only.

29.2. Any effort by a Bidder to influence the Owner/EIL in any manner in respect of Bid evaluation or award will result in the rejection of that Bid.

30 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

30.1. The Owner/EIL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.

30.2. Prior to the detailed evaluation, the Owner/EIL will determine whether each Bid is of acceptable quality, is generally complete and is responsive to the RFQ/Bidding Documents.

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 subject to provisions of commercial loading as specified in RFQ Document. 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 determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not responsive, it will be liable for rejection by the Owner/EIL.

31 DELETED

32 DELETED

33 DELETED

34 EVALUATION & COMPARISON OF BIDS

34.1. Bids shall be evaluated on the basis of net effective price, i.e., landed cost at site including transportation/ Site work/ etc. as applicable as per Scope of MR. Following costs, taxes, duties etc., as applicable, shall be used for evaluation of bids:

- Basic ex-works cost (including special tools and tackles),
- Cost of mandatory and commissioning spares, if any
- Third party inspection (TPI) and Other Inspection charges, if extra
- Packing & Forwarding charges [P&F], if extra {Biodegradable packing material should preferably be used for supply of materials}
- FOB charges in bidder's country (in case of foreign vendors),
- All taxes and duties applicable in India for both Indian and foreign bidders,
- Port handling charges (for foreign vendors),
- Freight (including inland freight charges in case of foreign bidders),
- Transit Insurance
- Testing charges,
- Site work charges, if applicable
- Site supervision services charges (for number of days as informed in tender), training charges, if applicable
- PWAMC charges, if applicable
- Commercial loadings, as defined in Appendix-VIII of ITB
- Technical loadings, if any, as defined in MR/Technical section
- Loading for cylinder rental charges, if applicable
- Any other charges indicated by the bidder

34.2. **Evaluation against tenders where only Indian Bids are under comparison**

Bids shall be evaluated after considering prices quoted for the components relevant to indigenous supplies as indicated in Clause No. 34.1 above.

a. Site supervision services for the number of days specified in RFQ Document shall be considered for evaluation.

b. Bidders shall have to quote firm freight charges upto Refinery (Stores) / Project site.

c. If a supplier/bidder does not quote freight charges and indicates that the freight is on to pay basis or "extra at actual" then his FOT Despatch point price shall be loaded with the maximum freight charges quoted by other bidders or pro-rated (with respect to approximate distance on maximum freight charges quoted by other bidders or by 5% (for items other than pipes) or 7% (for pipes), whichever is more. After loading, if the same Bidder becomes L1 (lowest) then the order will be placed based on Freight Charges payable extra at actual subject to maximum freight charges by which the prices of the L1 bidder has been loaded.

d. When a bidder does not mention anything about the freight component, the same shall be considered as "nil" and no further confirmation from vendor shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.

e. Deleted.

f. Where bidder has quoted firm freight charges, documentary evidence of freight is not required. Bidder shall be paid as per freight quoted by them.

g. Deleted.

h. Bids shall be evaluated on the basis of landed cost / total cost at Site including third party inspection charges by TPI Agency, transportation charges and applicable taxes & duties. Inland Transit Insurance shall be considered @0.5% for evaluation.

i. deleted

j. Bids shall be evaluated on the basis of net effective price, i.e., Total landed cost at site including transportation/ Site work/ etc. as applicable as per Scope of MR as mentioned below:

SR. No.	TERMS AS PER RFQ	LOADING FACTOR
1.	FOT Dispatch Point Price	As quoted
2.	Cost of mandatory spares identified in the Material Requisition, commissioning Spares and special tools & tackles (Prices for recommended 2 years Operation & Maintenance spares is excluded)	As quoted (if sought extra)
3.	Freight charges	As quoted
4.	GST on Supply & Freight	As applicable
5.	Total Price for Supplies at Site including GST	**SUM OF SR. NOS. (1+2+3+4)**
6.	Services: Price for Site Work/ Supervision/ Training (if applicable)	As quoted

7.	GST on Site work/ Supervision/ Training	As applicable
8.	Total Price for Services including GST	**SUM OF SR. NOS. (6+7)**
9.	Technical & Commercial loadings, if any	As applicable
10.	Prices for additional Guarantee period shall be considered for price evaluation, if required as per MR/ RFQ	As quoted by the bidder + GST as applicable
11.	Deleted	Deleted
12.	Inland Transit Insurance- notional loading	@ 0.5% on Sl. No. 1
13.	Total Landed cost at site	**SUM OF SR. NOS. (5+8+9+10+11+12)**
14.	Less Input Tax Credit: 13% of GST (as quoted in Price Schedule for Supply, Freight, Site work, supervision & Training, as applicable)	As applicable
15.	Total Landed cost for price comparison	**SR. NO. 13 MINUS (-) SR. NO. 14**

~~Note: Refer **Appendix-VIII to ITB** for commercial loading of offers in case of deviations.~~

34.3. **General**

a. Bids shall be evaluated on item wise lowest basis or basket wise, as mentioned in enquiry.

b. The evaluation and ordering shall be carried out considering the rates of GST as quoted in the bid.

c. Corrections in any errors/ omissions in rates or applicability in statutory taxes/ duties applicable on goods & services which are required to be quoted extra as per provisions of bidding document shall not be considered as price implications and shall be permissible so far as such corrections are based on reply to clarification(s) raised on the bidder. However, wherever no clarification(s) is raised, the evaluation shall be carried out based on taxes and duties/ HSN code quoted by the Bidder.

d. Deleted.

e. Suo moto price discounts and discounts for prompt payments shall not be used for evaluation.

f. In case of tie between two or more parties (even after consideration of applicable preferences for MSE / Local content, discount etc.), it shall be resolved through:-

(i) The quantities be divided equally among the L1 bidders (provided that the quantity is divisible / economically viable).

(ii) Lottery among the L1 bidders to select one successful bidder.

It may also be decided that in case the successful agency as selected above refuses or fails to execute the supply/service after award, the quantities or unexecuted quantities may be subsequently offered to any of the other L1 agencies (not awarded any qty. so far), adopting appropriate selection process by NRL like lottery among the remaining interested agencies [in case of (i) above] or wait listed agencies determined in the original lottery [(ii) above].

- In case of "refusal", subsequent award to next eligible agency shall be done within original or extended offer validity.

- In case of "failure", unexecuted quantities shall be offered to the next eligible agency within maximum one year from the original date of award.

Defaulting supplier/contractor shall be subject to penalties as per procedure.

g. Evaluation shall take into consideration Government of India guidelines with respect to Purchase Preference applicable to MSEs/ PPP-MII as well as any other applicable Government of India Guidelines.

h. Canvassing in any form will make the bid liable for rejection

i. **Shifting:** For the purposes of shifting, cost of order management per order is considered as INR 2 lakh. Based on lowest evaluated item wise prices the shifting shall be carried out provided the following conditions are met:
   i. Shifting shall be done only if shifting cost of each order is upto INR 2 lakh.
   ii. Shifting shall not be resorted to if the value of the order 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 upto INR 8 Lakh.
   iii. In case the order value on L1 bidder is more than INR 5 lakh then shifting shall not be resorted.
   iv. If L1 bidder is MSE bidder, no shifting shall be resorted.
   With above shifting the selected bidder for award will be deemed to be L1 bidder.

35 QUANTITY VARIATION

35.1. The Owner/EIL reserves the right to vary the quantity of goods, as specified in MR, without any change in quoted unit price or other terms and conditions.

35.2. Owner/EIL reserves the right to delete the requirement of any one or more items of MR without assigning any reason.

36 PRICE CHANGES / IMPLICATIONS AFTER OPENING OF BIDS

36.1. **After opening of bid**, if the bidder increases the price, though within the validity period and even though the offer remains lowest the bid should be rejected. Bidder shall be debarred for future enquiries for such action of bidders as a penal measure.

36.2. Suo-moto Price reduction after price bid opening are to be ignored for evaluation. However, if the bidder happens to be the lowest based on original price bids, the benefit of such reduction may be availed of while placing order.

37 PURCHASE PREFERENCE TO MICRO OR SMALL ENTERPRISES

Refer Appendix –II TO ITB

38 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

Refer Appendix – III TO ITB

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

Domestically Manufactured Iron & Steel Products in Government Procurement (DMI&SP) shall be as per Appendix -IV to ITB.

40 PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA

Applicable as per **Appendix -V to** ITB

41 NEGOTIATION

Negotiations will not be conducted with the bidder as a matter of routine. However, NRL reserves

the right to conduct negotiations.

41.1. Bidder is expected to quote after careful analysis of costs involved for the performance of the complete item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. Further, NRL shall not analyze the workability of the prices quoted by the bidder. The bidder shall be solely liable for any and all loses, whether direct or consequential, in this regard, and NRL disclaims any and all liabilities in this regard.

Prior to award, NRL/EIL may require confirmation for the following:

(i) They have read the tender terms and conditions and understood the scope of work completely;

(ii) They shall execute the job at their offered rate without any deviation to the tendered specification; and

(iii) They shall be able to complete the job within the scheduled time.

Failure to provide unconditional confirmation to any and/or all of the above points shall be treated as withdrawal of offer and necessary action under NRLs Holiday Listing Policy shall be initiated

42 AWARD OF WORK

42.1. NRL 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 RFQ / Price Schedule.

43 NOTIFICATION OF AWARD

43.1. Prior to the expiration of period of Bid validity Owner will notify the successful Bidder (s) in writing by e-mail to be confirmed in writing, that his Bid has been accepted. The notification of award / Letter of Acceptance will constitute the formation of the Order.

43.2. The Delivery Schedule shall commence from the date of Notification of Award / Letter of Acceptance (LOA).

43.3. LOA will contain price, delivery and other salient terms of Bid and RFQ Document.

43.4. Bidder will be required to confirm receipt of the same by returning "Copy of the LOA" duly signed and stamped by the Bidder as a token of acknowledgement to Owner and EIL. On receipt of acknowledgement without any deviation / condition, detail Purchase Order -will be issued in quadruplicate. Three copies of the same without any condition / deviation will be returned duly signed and stamped by the Bidder as a token of acknowledgement to Owner and EIL.

43.5. Bidder's right to question rejection at this stage:

A tenderer shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. The tenderer is permitted to send his representation in writing to the following officials of NRL:

Name: Dhruba Jyoti Das

Designation: Deputy General Manager (Commercial)

e-Mail: djd@nrl.co.in

Mobile No.: 9435152137

The procuring entity should ensure a decision normally within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

(i) Only a bidder who has participated in the concerned procurement process i.e. prequalification, bidder registration or bidding, as the case may be, can make such representation

(ii) In case pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder

who has qualified in pre-qualification bid;

(iii) In case techno-commercial bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

(iv) Following decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review:

a) Determination of the need for procurement;

b) Selection of the mode of procurement or bidding system;

c) Choice of selection procedure;

d) Provisions limiting participation of bidders in the procurement process;

e) The decision to enter into negotiations with the L1 bidder;

f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and

h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition.

44 REVERSE AUCTION

Reverse Auction is not applicable.

45 BASKET CONCEPT IN PURCHASING

45.1. In case of MRs (group/ basket/ block/ itemwise) / Lumpsum Enquiry, during evaluation if a bidder has not quoted any part/ component 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.

45.2. 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.

45.3. No repeat ordering shall be considered for items ordered as a basket unless the entire basket has to be repeat ordered.

46 SPARES

46.1. MR shall include list of mandatory spares, wherever required, clearly indicating quantity required and shall be considered in the evaluation. All such spares quoted by suppliers against the specified MR requirement will be evaluated and recommended for ordering with the main equipment.

46.2. Commissioning spares and special tools and tackles, if required and mentioned in MR, will be considered for price evaluation and recommended for ordering as quoted by Suppliers. However, Supplier shall be fully responsible and no additional cost / time shall be paid / given by NRL in case commissioning spares / special tools & tackles over & above those quoted by supplier are required.

46.3. Bidders shall quote their recommended two years' operation and maintenance spares with 2 years validity from the date of LOA however the same will not be considered for price evaluation. These will be selected and ordered by NRL separately as and when required.

47 WAIVER OR TRANSFER OF THE AGREEMENT

47.1. 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 Owner.

48 CARTEL FORMATION

48.1. 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.

INTEGRITY PACT

NOTE TO BIDDER:

a. Proforma of Integrity Pact(enclosed) shall be returned by the Bidder(s) along with the bid documents (technical bid in case of 2 part bids), duly signed by the same Signatory who is authorised to sign the bid documents. All the pages of theIntegrity Pact shall be duly signed. Bidder's failure to return the IP duly signed shall result in the bid not being considered for further evaluation.

b. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of the Integrity Pact.

c. If the contract has been terminated according to the provisions of the Integrity Pact, or if NRL is entitled to terminate the contract according to the provisions of the Integrity Pact, NRL shall be entitled to demand and recover from Contractor / Supplier Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee as per provisions of the Integrity Pact.

d. Bidders may raise disputes / complaints, if any, with the Independent External Monitor(s) through email followed by written document or telephone and written document. However date of receipt of complaint shall be the date of receipt of signed written document only.

Name / address / e-mail ID of Independent External Monitor appointed to oversee implementation of Integrity Pact Programme at NRL is mentioned below.

Name & Address of Independent External Monitors for Monitoring / Implementation of Integrity Pact.

1. Shri Pidatala Sridhar, IRS (Retd.)
   Flat 2C, Kanaka Lakshmi Apartments,
   3-6-467 &468, Street number 6,
   Himayat Nagar, Hyderabad, Pin-500029
   Email: sridharpidatala@gmail.com

2. Shri Kishore Kumar Sansi,
   Ex- MD & CEO, Vijaya Bank
   B-301, Badhwar Apartments,
   Sector -6, Plot No. 3, Dwarka,
   West Delhi, New Delhi -110075
   Email: kishoresansi1@gmail.com

दिगंत दास / DIGANTA DAS
मुख्य महाप्रबंधक (वाणिज्यिक)
Chief General Manager (Commercial)
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम-७८५६९९ / Golaghat, Assam-785699

INTEGRITY PACT

Between

Numaligarh Refinery Limited (NRL) hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles 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, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

NUMALIGARH REFINERY LIMITED (ASSAM)

Section 2 - Commitments of the Bidder / Contractor/ Supplier

(1) The Bidder / Contractor/Supplier commits itself 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 / Contractor/ Supplier 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 immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tenderprocess or during the execution of the contract.

b) The Bidder / Contractor/Supplier 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 cartelisation in the bidding process.

c) The Bidder / Contractor/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier 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 / Contractor/ Supplier 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.

e) The Bidder / Contractor/ Supplier who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility intoquestion, the Principal is also entitled to exclude the Bidder /Contractor/Supplier from future contract award processes. The impositionand duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of thecase, in particular the number of transgressions, the position of thetransgressors within the company hierarchy of the Bidder and the amountof the damage. The exclusion will be imposed for a minimum of 6 monthsand maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on anyground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated 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 Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after thecontract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensatethe Principal only to the extent of the damage in the amount proved.



Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors

(1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors 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. He reports to the Chairperson of the Board of the Principal.





(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentially.

(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/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. 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. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 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 Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Lawsof India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the CentralVigilance Commissioner, Government of India.

(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/Supplier 12 months after the last payment under the respective 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 Chairperson of the Principal.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor/ Supplier is a joint venture, a consortium or a partnership firm, this agreement must be signed by all partners / members of the concern. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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.



.....
For the Principal

दिगंत दास / DIGANTA DAS
मुख्य महाप्रबंधक (वाणिज्यिक)
Chief General Manager (Commercial)
नुमालीगढ़ रिफाइनरी लिमिटेड / Numaligarh Refinery Limited
गोलाघाट, असम-७८५६९९ / Golaghat, Assam-785699

Place NUMALIGARH.

.....
For the Bidder/
Contractor/Supplier

Witness1:.....
(Signature/Name/Address)

Date .....

Witness2:.....
(Signature/Name/Address)

Evaluation/ Award Methodology in case of Purchase preference to MSE Bidders

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.

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.

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, in line with purchase preference as admissible under the prevailing procurement policy for MSEs. Accordingly, the quoted prices against various items of MR shall remain valid in case of splitting of quantities of the items in view of the same.

4. 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.

5. 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.

6. 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:

   i. 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.

   ii. 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%.

7. MSE bidders shall submit the following:

   a. Bidder claiming to be a Micro or Small Enterprises (MSEs) for the purpose of availing various benefits defined for MSEs in the bidding document shall review and ensure their status as Micro or Small Enterprises as per Gazette Notification no. 2119(E) dated 26.06.2020 and confirm specifically that:

      "They are Micro or Small Enterprises (as the case may be), as on the bid due date, as per the guidelines for re-classification of micro, small and medium enterprises notified by Ministry of MSME vide Gazette Notification no. 2119(E) dated 26.06.2020."

   b. With the confirmation as per a) by the bidder, documents submitted by the bidders (as were been submitted earlier like NSIC, UAM, EM-Part-II) will be considered acceptable upto 31.03.2021. However, post 31.03.2021, bidder will be required to submit the Udyam Registration Certificate or any other document permitted by GOI.

   c. Financial statement of bidders shall not be referred for the above purpose.

d. 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 Ist 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).

e. 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.

f. Further to provide the benefits available to MSEs under the Bidding document, MSEs shall provide the necessary valid documentary evidence issued by any of the agencies above or Udyog Aadhar Memorandum. MSE Bidders shall submit MSE documents, as above, duly authenticated in line with IFB/NIT requirement.

g. Only those bidders whose status remains as Micro or Small Enterprises (as per the revised categorization guidelines), as on the bid due date & time (extended date in case of any extension) shall be eligible for benefits, irrespective of their earlier status as Micro or Small Enterprises.

   Accordingly, bidder claiming to be a Micro or Small Enterprises (MSEs) for the purpose of availing various benefits defined for MSEs in the bidding document shall review and ensure their status as MSE as per revised categorisation, as on the bid due date & time.

h. 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.

i. 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.

j. In case a MSE bidder has submitted NSIC certificate/ Udyog Aadhaar Memorandum, the same shall be accepted provided the details of the same shall be verified from the Government portal (www.nsicspronline.com) or Government Udyog Aadhaar portal, as applicable.

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

8. It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. NRL is already registered on the following TreDS platform:

   - M/s Receivable Exchange of India (RXIL), Mumbai
   - M/s Mynd Solutions Private Limited (Mynd), New Delhi
   - M/s A. TREDS (Invoicemart), Mumbai

9. MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.
10. Interested bidders are requested to on-board their firm in the TReDS platform and may communicate to NRL in order to avail the facilities that the portal provides.
11. For payment administration or issues related to clearance of Tax Invoices, contractors/suppliers may send their response / status request / query etc. to the e-mail ID: livdesk@nrl.co.in

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

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

अधिसूचना

नई दिल्ली, 18 अक्तूबर, 2022

का.आ. 4926(अ).—केन्द्रीय सरकार, सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 (2006 का 27) की धारा 7 की उप-धारा (9) के साथ पठित उप-धारा (1) और धारा 8 की उप-धारा (3) के साथ पठित उप-धारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की अधिसूचना संख्यांक का.आ. 2119(अ), तारीख 26 जून, 2020 जो भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii) में प्रकाशित की गई थी, का और निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में, पैरा 8 के उप पैरा (5) के स्थान पर निम्नलिखित उप पैरा रखा जाएगा, अर्थात् :-

"(5) संयंत्र और मशीनरी या उपस्कर में निवेश में उच्चतर परिवर्तन अथवा/और टर्नओवर में उच्चतर परिवर्तन तथा परिणामस्वरूप पुन:वर्गीकरण की स्थिति में, कोई उद्यम उस प्रवर्ग (सूक्ष्म या लघु या मध्यम) से ऐसे उच्चतर परिवर्तन की तारीख से तीन वर्ष की अवधि के लिए उन सभी गैर-कर लाभों का उपयोग करता रहेगा, जैसा कि वह पुन:वर्गीकरण से पहले कर रहा था ।"

[फा. सं. पी-05/1/2022-जीईएन]

शैलेश कुमार सिंह, अपर सचिव एवं
विकास आयुक्त (एमएसएमई)

टिप्पण : मूल अधिसूचना संख्यांक का.आ. 2119(अ), तारीख 26 जून, 2020 द्वारा भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) में प्रकाशित की गई थी और तत्पश्चात् संख्यांक का.आ. 1055(अ), तारीख 5 मार्च, 2021, का.आ. 2347(अ), तारीख 16 जून, 2021, का.आ. 278(अ), तारीख 19 जनवरी, 2022 और का.आ. 2134(अ), तारीख 6 मई, 2022 द्वारा संशोधित की गई थी ।

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

NOTIFICATION

New Delhi, the 18th October, 2022

S.O. 4926(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following further amendments in the notification of the Government of India, Ministry of Micro, Small and Medium Enterprises number S.O. 2119(E), dated the 26th June, 2020, published in the Gazette of India, Extraordinary, Part-II,Section 3, Sub-section (ii), namely:-

In the said notification, for sub-paragraph (5) of paragraph 8, the following sub-paragraph shall be substituted, namely:-

"(5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.".

[F. No. P-05/1/2022-GEN]

SHAILESH KUMAR SINGH, Addl. Secy.
and Development Commissioner (MSME).

Note : The principal notification was published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii) *vide* number S.O. 2119 (E), dated the 26th June, 2020 and subsequently amended *vide* numbers S.O. 1055(E), dated the 5th March, 2021, S.O. 2347(E), dated the 16th June, 2021, S.O. 278(E), dated the 19thJanuary, 2022 and S.O. 2134(E), dated the 6th May, 2022.

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APPENDIX-III TO ITB

Public Procurement
(Preference to Make in India)
(PPP-MII)

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

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.

l. 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.

19/2/24

(Himani Pande)
Additional Secretary to the Government of India
Tel: 011-23038888
E-mail: ashp.dpiit@gov.in

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. 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:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier".
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. 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:

a) *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 can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(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.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (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 can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(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) 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) 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. *(Kindly refer to the illustrative example in the annexure).*

c (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 can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(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) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *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 supplier" 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.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/5/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (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 PPP-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.

***

File No.:FP-20013/2/2017-FP-PNG-Part(1) (E-36682)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)
****

Shastri Bhawan, New Delhi
Date 11th July, 2023

To,

1. Chairman, IOCL
2. CMD, ONGC/ OIL/ BPCL/GAIL/ HPCL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/ NRL/ CPCL/ 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: notifying revised Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contacts/projects- reg.

Reference: MoPNG letter no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022.

Sir/ Madam,

I am directed to refer to this Ministry's above mentioned letter and to say that in order to increase competition and to incentivize progressive increase in Minimum Local Content in high value oil and gas LSTK/EPC contracts/projects, it has been decided under para 14 of the Public Procurement (Preference to Make in India) Order, 2017, to revise Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for such contacts/projects on progressive basis with predictable trajectory.

2. The Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects shall be as under:

Estimated cost		**2023-24**	**2024-26**	**2026 onwards**
Between USD 25 Million to USD 50 Millions	MLC	50%	50%	50%
	PP	10%		
Between USD 50 Millions to USD 100 Millions	MLC	30%	50%	50%
	PP	10%		

11/07/23

Estimated cost		2023-24	2024-26	2026 onwards
Between USD 100 Millions to USD 150 Millions	MLC	30%	35%	50%
	PP	10%		
More than USD 150 Millions	MLC	30%	30%	35%
	PP	10%		

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

Yours faithfully

(Kapil Kumar)
Under Secretary to the Govt. of India
Tel.:011-23383074

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 (M&OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
f. Technical Director, NIC: with request to upload the letter on MoPNG website

Copy for information to,

Secretary, DPIIT

FORM – 2

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017

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

TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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 etc. as per provision of the PPP-MII Order, 2017, 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.

_____
Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

FORM – 3

CERTIFICATE UNDER PPP-MII ORDER, 2017

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

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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

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

We also confirm that M/s _____ *<Name of Bidder>* is not debarred by any other procuring entity (GOI/PSU/PSE etc.) or M/s _____ *<Name of Bidder>*'s debarment period is completed as on _____ <insert date>, and as such M/s _____ *<Name of Bidder>* is eligible to avail purchase preference under this Order.

_____
Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

APPENDIX-IV TO ITB

DOMESTICALLY (INDIAN) MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)

DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP) POLICY
Gazette notification G.S.R. 904 (E) issued by Ministry of Steel (MoS) dated 17-12-2025 may be referred for compliance (Provided separately).

A) For Tender for Procurement of Goods:

(i) In case Bidder's Quoted Price (Item wise basis) is more than INR 5 lakhs, Bidder should comply with the Domestically Manufactured Iron & Steel Policy (DMI&SP) for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit of such Iron & Steel products as per the Format enclosed as **Annexure-1** (Form-1-Self Certification).

Bidder shall submit a "Declaration of Non-Applicability of DMI&SP Policy" as per **Annexure-4** if Bidder's Quotes Price (Item wise basis) is lower than the threshold value of INR 5 Lakhs. In such case, after price bid opening, if Price of any quoted item is found more than INR 5 Lakhs, it shall be construed as the false/wrong declaration and Penal action shall be initiated against the Bidder as per provision specified below. If such a supplier/agency happens to be the lowest bidder during price evaluation, the bid shall be rejected, and the next lowest bidder shall be considered as L1.

For the purpose of this Policy, the threshold value INR 5 lakhs shall be considered on Item wise basis excluding freight and GST. In all cases where evaluation is on bottom line basis or on individual group, threshold value shall be considered on the basis of individual item of the MR/ group.

(ii) All bidders — including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses — shall submit **Annexure-1** (Form-1-Self Certification) as part of their bid, irrespective of whether they are the manufacturer or otherwise.

(iii) 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 **Annexure-1** (Form-1-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. In such case, Bidder shall submit an Undertaking as per **Annexure-2**.

Note:

- If a bidder does not submit above affidavit and/or undertaking (as applicable) as per format, the bid of bidder shall be rejected.

- **Penal action in case of wrong declaration according to stage of tender:**
  a. **Pre-ordering:**
     (i) Rejection of bid and Forfeiture of EMD
     (ii) Issue Show Cause Notice (SCN) to the bidder as to why penal action should not be initiated.
     (iii) Banning of business dealings in line with the NRL extant policy if response to SCN is not satisfactory.

  b. **Post-ordering proposed remedial action**:
     I) Payment methodology:
     Holding of payment till proper documents are provided in adherence to the DMI &SP Policy as proposed below:
     (a) For Milestone-based payments like:
        (i) 90% against receipt and acceptance of items at site.
        (ii) 10% after completion of all supply and other documentation as per PO terms.
        (iii) Total hold for milestone-based payment as above : 10% of (i) + 100% of (ii) = 19% of total basic order value.

(b) For others where payment is released against 100% of receipt & acceptance of materials at site: Hold 20% of 100% total basic order value

Special Note:

- Hold amount shall be applicable only on the basic order value (excluding freight, TPI, GST and other taxes if applicable) irrespective of the payment terms.
- GR shall be posted subsequent to completion of all inspection formalities and material will be utilized while holding above mentioned amounts till DMISP documents are provided in full compliance.

II) In tandem, issue letter to vendor to submit necessary documents within 10 days, failing which Issue Show Cause Notice (SCN) to the bidder as to why penal action should not be initiated.

III) Banning of business dealings in line with the NRL extant policy if response to SCN is not satisfactory.

B) For Item Rate/ EPC/ Package Tenders :

i) In case of Item rate/ EPC/Package Tenders, bidder(s) to furnish affidavit as per Annexure-1 (Form-1-Self Certification) at the time of delivery. Bidder to submit an undertaking to this effect as per **Annexure-3** w.r.t. compliance of this DMI&SP Policy. Compliance towards certification of Annexure-1 (Form-1-Self Certification) shall be as stipulated at A (ii) and A (iii) above.

ii) 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.

Note:

- If a bidder does not submit above undertaking (as applicable) as per format, the offer of bidder shall be rejected.

- Penal action in case of wrong declaration and/ or does not meet the Domestic Value Addition (DVA):

I) Payment methodology:

Holding of payment till proper documents are provided in adherence to the DMI &SP Policy as proposed below:

(a) For Milestone-based payments like:
  (i) 90% against receipt and acceptance of items at site.
  (ii) 10% after completion of all supply and other documentation as per PO terms.
  (iii) Total hold for milestone-based payment as above : 10% of (i) + 100% of (ii) = 19% of total basic order value

(b) For others where payment is released against 100% of receipt & acceptance of materials at site: Hold 20% of 100% total basic order value.

Special Note:

- Hold amount shall be applicable only on the basic order value (excluding freight, TPI, GST and other taxes if applicable) irrespective of the payment terms.
- GR shall be posted subsequent to completion of all inspection formalities and material will be utilized while holding above mentioned amounts till DMISP documents are provided in full compliance.

II) In tandem, issue letter to vendor to submit necessary documents within 10 days, failing which Issue Show Cause Notice (SCN) to the bidder as to why penal action should not be initiated.

III) Banning of business dealings in line with the NRL extant policy if response to SCN is not satisfactory.

**********XXXXX**********

Annexure-1

Item/Work:

Bidding Document no:

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. G.S.R. 904 (E) dated 17-12-2025. 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) as specified below/as per Form-1A (strike through which is *"Not Applicable"):*

- 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")

Form-1

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:_____ % / as per Form-1A (Strike through which is "*Not Applicable*"). 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 M/s _____

(Authorised Signatory)

Place :

Date :

Note :

a) Bidder may submit information sought against clause no. 2, 3 & 4 in Forn-1A, if required. In that case, Form-1A shall also be part of Affidavit.

b) Bidder to refer "Condition" specified in Appendix-A / "Minimum Domestic Content of Capital Goods" requirement in Appendix-B (as applicable) while certification of the above Form-1.

FORM-1A

(Applicable for the Iron and Steel Products specified in Appendix-A only)

BIDDER:							
TENDER / RFQ NO:							
PROCURING AGENCY:							
APPENDIX CLASSIFICATION:	Appendix-A						
MR Item No	**Name of Product (s):**	**HS Code**	**Steelnaking Facility**	**Location**	**Heat Numbers**	**Batch details**	**Domestic Value Addition (DVA) for the product (s) in %**
Shall be referred from MR		These column shall be filled for items with required condition as 'Melt & Pour"					This Column is applicable for items "condition" with specific DVA

_____
(Authorised Signatory)
Place :
Date :

Note:

a) Bidder to refer "Condition" and "Domestic Value Addition" specified in Appendix-A while certification of the above Form-1 and Form-1A.

b) Form-1A shall form part of Affidavit (Form-1)

Annexure 2

(Undertaking - To be submitted in Bidder's Letter Head)
[For Bidders who are Selling Agents/Authorized Distributors/Authorized Dealers/ Authorized Supply Houses]

Item/Work:

Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Notification No. G.S.R. 904 (E) dated 17-12-2025 including its amendments thereafter (if any)".

We confirm:

- that we will comply the Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India.

- that we will submit authorization certificate issued by the domestic manufacturer at the time of delivery of related iron and steel products required under the enquiry document.

_____

(Sign & Stamp of bidder)

Annexure-3

(Undertaking - To be submitted in Bidder's letter head)
[Item rate /EPC /Package Contracts]

Item / Works:

Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Notification No. G.S.R. 904 (E) dated 17-12-2025 including its amendments thereafter (if any)".

We confirm:

- that we will comply the Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India.

- that we will submit Affidavit of Self Certification of Domestic value addition in Iron & Steel Products and submit to Owner/ NRL during delivery of related to iron and steel products required under the enquiry document.

_____

(Sign & Stamp of bidder)

Annexure-4

Declaration/Undertaking of Non-Applicability of DMI&SP Policy
(To be submitted in Bidder's Letter Head)

Item / Works:

Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products DMI&SP) in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Notification No. G.S.R. 904 (E) dated 17-12-2025 including its amendments thereafter (if any)".

We confirm that, we have understood the scope and terms & conditions of above mentioned DMI&SP Policy and also confirm that, based on the Prices quoted by us for each individual item, DMI&SP Policy is not applicable for the following items –

Where evaluation is on Item wise basis	
S. No	MR Item No
1	
2	
3	

Where evaluation is on Group wise basis		
S. No	Group	Item no of the respective group
1		
2		
3		

Further, in case at any stage before or after award, if it is observed by the NRL/OWNER the value of the above items is more than INR 5 Lakhs (Excluding GST and Freight) it shall be construed as the false/wrong declaration and procuring entity is entitled to take penal action as per provision of Bidding Document/DMI&SP Policy.

_____

(Sign & Stamp of bidder)

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

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-18122025-268626
CG-DL-E-18122025-268626

असाधारण
EXTRAORDINARY

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

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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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, रैंज, 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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SARVESH KUMAR SRIVASTAVA Digitally signed by SARVESH KUMAR SRIVASTAVA Date: 2025.12.18 23:38:47 +05'30'

File No.: FP-20013/20/2017-FP-PNG (E-15325)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)
****

Shastri Bhawan, New Delhi
Dated 15th January, 2025

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ 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: Implementation of Domestically Manufactured Iron & Steel Products (DMI&SP) Policy of Ministry of Steel - regarding

Sir/ Madam,

I am directed to refer to D.O. letter No. S-13022/2/2020-IDD dated 02.01.2025 of Secretary, Ministry of Steel regarding implementation of Domestically Manufactured Iron & Steel Products (DMI&SP) Policy and to forward herewith the same.

2. In this regard, it is requested to ensure strict compliance with Domestically Manufactured Iron & Steel Products (DMI&SP) policy of Ministry of Steel for achieving the vision of 'Atmanirbhar Bharat' and promoting domestic manufacturing capabilities in the steel sector.

Encl.: as above.

Yours faithfully

Sreelatha 15/01/2025

(Sreelatha A.K.)
Under Secretary to the Govt. of India

Copy for information to,

1) Sr. PPS/ PPS/ PS to Secretary, P&NG
2) PPS to AS&FA/ AS, MoPNG
3) Sr. PPS/ PPS to JS(M&OR)/ JS (GP)/ JS (G)/ JS (IC)/ EA/ JS (E)/ DDG, MoPNG

संदीप पौण्डरीक, भा.प्र.से.
सचिव
Sandeep Poundrik, IAS
Secretary

सत्यमेव जयते

भारत सरकार
इस्पात मंत्रालय
GOVERNMENT OF INDIA
MINISTRY OF STEEL

No. S-13022/2/2020-IDD

02nd January, 2025

Dear Sir,

The Ministry of Steel introduced the **Domestically Manufactured Iron & Steel Products (DMI&SP) Policy** in May 2017 to promote indigenous manufacturing in the iron and steel sector, as a vital initiative under the "Make in India" program.

The policy mandates procurement of domestic steel for Government procurement The policy applies to all Ministries, Departments, and entities under their administrative control, including projects under Central Sector (CS) and Centrally Sponsored Schemes (CSS), fully or partially funded by the Government of India.It covers iron and steel products purchased under EPC contracts or other requirements of Ministries, Departments, PSUs. Products must meet specified local content thresholds (20%-50%) to qualify as domestically manufactured for products listed under Appendix-A of the policy.

However, it has come to our attention that some government organisations, especially EPC contractors procuring steel for government projects, are not adhering to the DMI&SP Policy.

I request your kind intervention to direct Public Sector Undertakings (PSUs), government organisations and procuring divisions under your Ministry to ensure strict compliance with the DMI&SP Policy. Adherence to these rules is essential for achieving the vision of 'Atmanirbhar Bharat' and promoting domestic manufacturing capabilities in the steel sector.

With regards,

Yours sincerely,

(Sandeep Poundrik)

Shri Pankaj Jain
Secretary, Ministry of Petroleum and Natural gas,
Shastri Bhavan, New Delhi

Room No. 291, Gate No. 5, Udyog Bhawan, New Delhi-110011
Tel. : +91-11-23063912, 23063489 (Fax); E-mail : secy-steel@nic.in

APPENDIX-V TO ITB

Procurement from bidders from a country or countries sharing Border with India

SHARING OF LAND BORDER WITH INDIA

Following Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Department of Expenditure Order (Public Procurement No. 4) ref. No.F.7/10/2021-PPD (01) dated 23.02.2023 shall be applicable for this tender.
[The detailed guidelines are available on the website of DoE (https://doe.govin/)]

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the DoE Order referred above.

Further, 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 this tender only if the bidder is registered with the Competent Authority.

[*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*]

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

III. "Bidder from a country which shares a land border with India" for 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) an 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 accompany or limited liability partnership the beneficial owner is the natural person(s), who whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation---

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company.
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.

VI. 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 "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.

VII. Bidder mandatorily requires to submit "Certificate of Compliance" in the enclosed Form: A. This certificate need to be submitted in the Company's Letter Head and should be sealed and signed by the authorized signatory on behalf of the bidder. Non-submission of Form A may lead to disqualification for Techno-Commercial evaluation of the submitted bid.

In case at any stage pre or post order placement it is found that that the certification furnished is false their bid shall be summarily rejected or order terminated as applicable. NRL may at its discretion initiate penal action against such bidders which may include Black Listing Holiday Listing the party /encashment of EMD or PBG submitted as per contractual provision etc.

Note I: For better clarity and to obtain information in detail bidders are requested to go through the Govt Circular issued by the Department of Expenditure Govt of India to this effect.

******

FORM A

CERTIFICATE OF COMPLIANCE
(On Company's Letter Head)

To,
CGM (Commercial) Numaligarh Refinery
Limited Numaligarh, Assam.

Sub: Certificate of Compliance

Bidder's Details :

Job Name : DCU Revamp Project of NRL

Tender No. :

Sl.	Bidder's Undertaking	Please put Yes (✓) or No (**X**), as applicable
1	(A) "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".	
	(B) 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. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
2	(A) "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 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."	
	(B) Or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	
3	(A) "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."	
	(B) "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." [If applicable, evidence of valid registration by the Competent Authority shall be attached.]	

Place :

Date :

Signature :

Name :

Designation :

Seal of the Company :

APPENDIX-VI A TO ITB

Bidder side Manual (for online EMD submission)

Bidder Side Manual

1) User Manual for Bidders is available in NRL Website under https://www.nrl.co.in → Tenders → Tender Manual → EMD Online Deposit Manual (HDFC Bank Payment Portal)
2) Visit HDFC Bank Payment Portal URL: https://nrl.procure247.com
3) Click on 'Bidder Registration'
4) Bidder Registration Screen shall appear – Fill the mandatory details required and complete the process.
5) On successful submission of details in bidder registration form, bidder will get the system generated link to verify his/her email id and login to the website. Without verifying email id bidder may not be able to login to the system.
6) After successful email verification – please login with your user id and password
7) Bidder will receive system generate One Time Password (OTP) on their registered mobile number. In case not receiving of OTP please click Regenerate OTP and login.
8) After login Screen bidder can search the tenders and proceed for EMD payment.
9) Bidders' have to click on Payment Dashboard option available under Action tab
10) Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.
11) Smart Hub – Bidders' can select the online payment and click on Pay to proceed further.
12) After click on Pay – Bidder will get an option for Cards and Net Banking. Bidders can select their preference and proceed further for the payment.
13) On successful payment bidder will receive system generated message on screen stating "EMD paid successfully"
14) Bidders' can also download the Payment receipt from Payment Dashboard.
15) Downloaded payment receipt – Bidders' can easily print the receipt and use it for their bidding purpose.
16) Since the HDFC Bank payment gateway is not under the CPPP, so the payment mode is mentioned as offline (BG) in the CPP portal. Bidder has to make a dummy entry in the EMD fields of CPPP by putting 'Transaction ID' (HDFC Bank payment receipt) as instrument no., payment date as issue date, any date as expiry date, and bank name as issuer details. Please upload the EMD payment receipt along with technical bid.
17) For any technical help, the bidders can contact HDFC Bank executive Mr. Tapan Desai at Mobile No: 8866287104 and email: tapan@tender247.com.

Appendix-VI to ITB [PROFORMA FOR BANK GUARANTEE]

BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

******

PROFORMA OF BANK GUARANTEE CONTRACT PERFORMANCE SECURITY

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S. Road, Christian Basti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s ..... Constitution....., Address..... (hereinafter referred to as "The Contractor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter of acceptance No./ Contract / Work / Purchase Order No.: ..... dtd. ..... and the General Purchase Conditions / General Conditions of Contract (as applicable for this contract) of the Company and upon the conditions of contractor's furnishing for the performance of contractor's obligations and/or discharge of contractor's liability under and/or in connection with the said contract up to a sum of (in figures) ..... (in words) .....(only) amounting to 3% (three percent) of the contract value.

We (name)..... (Constitution)..... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith on first demand in writing and without protest or demur any and all moneys anywise payable by the Contractor to the Company under, in respect or in connection with the said contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) ..... (in words) ....only.

And the Bank hereby agrees with the Company that:

i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Contractor arising upto and until midnight of..... with a claim period until six (6) months thereafter, i.e., until midnight of ……

ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Contractor's obligations/liabilities under and/or in connection with the said contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and/or liabilities under or in connection with the said contract, and to vary the terms vis-a -vis the contractor of the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the contractor or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the contractor but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.

v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the contractor (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the contractor or any other order of communication whatsoever by the contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the contractor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.

vii) Not withstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within six months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.

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BANK GUARANTEE FOR INDIGENOUS PURCHASE (WARRANTY/GUARANTEE)

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

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PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE (WARRANTY/GUARANTEE)

This deed of Guarantee made this …….day of …… ……by …….. Bank registered under …… and having its registered office at …….. and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at 122A, G.S. Road, Christanbasti Guwahati-781 005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

WHEREAS

1. The Company has placed an Order No. . . ……. Dated …… (hereinafter referred to as "the order") with M/s …… a company registered under Indian

Companies Act 1956 having its registered office at …… …….. And whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier".

2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs. …….., being the amount equivalent to … …… percentage of the total value of the order for fulfilling the contract.

3. The Surety at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of …… from the date of commissioning/installation OR from the date of delivery.

4. The Surety binds himself to pay to the extent of Rs. …….. in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.

5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. ……. (Rupees …… only) and it will remain in force till ……. unless a suit or action to enforce a claim under Guarantee is filled against us within six months from …… (Which is date of expiry of guarantee). However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfill the contract.

6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereupto …… (the day).

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BANK GUARANTEE FOR IMPORTED PURCHASE (WARRANTY/GUARANTEE)

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as “7037” and Particulars (to be mentioned in Row 1) as “NRL140025551” should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

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PROFORMA OF BANK GUARANTEE FOR IMPORTED PURCHASE (WARRANTY/GUARANTEE)

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S. Road, Christianbasti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s (Name)..... Constitution..... (address)..... (hereinafter referred to as "The Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter No. ..... dtd. ..... and the General Purchase Conditions of the Company and upon the conditions of supplier's furnishing for the performance of supplier's obligations and/or discharge of supplier's liability under and/or in connection with the said supply contract up to a sum of (in figures) ..... (in words) .....(only) amounting to ……. % (…….percent) of the total contract value.

We (name)..... (Constitution)..... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith

on first demand in writing and without protest or demur any and all moneys anywise payable by the Supplier to the Company under, in respect or in connection with the said supply contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) ..... (in words) ....only.

And the Bank hereby agrees with the Company that :

i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Supplier arising upto and until midnight of.....

ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's obligations and/or liabilities under or in connection with the said supply contract, and to vary the terms vis-a -vis the supplier of the said supply contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the supplier under the said supply contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the supplier or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the supplier but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.

v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the supplier (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the supplier or any other order of communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the supplier or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.

v) Not withstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within six months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.

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BANK GUARANTEE FOR SECURITY DEPOSIT

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

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PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

Required to be submitted by successful agency after placement of work order / letter of acceptance

To

Numaligarh Refinery Ltd.
122A, G.S. Road, Christianbasti
Guwahati –781005, Assam

Dear Sirs:

M/s …….. have taken tender for the work of ……
……..…….. (Work Order no…….) for Numaligarh Refinery Limited, 122A, G.S. Road, Christianbasti, Guwahati-781005.

The tender conditions of contract provide that the Contractor shall pay a sum of Rs……..… (Rupees ……) as Security Deposit in the form there in mentioned. The form of payment of security deposit includes guarantee executed by Nationalized Schedule 'A' Bank, undertaking full responsibility to indemnify Numaligarh Refinery Ltd. in case of default.

The said ……. has approached us and at their request and in consideration of the premises we having our office at ……. have agreed to give such guarantee as hereinafter mentioned.

1. We hereby undertake and agree with you that if default shall be made by M/s…… in performing any of the terms and condition of the tender or in payment of any money payable to Numaligarh Refinery Ltd. We shall on demand pay to you in such manner as you direct the said amount of Rupees …… only or such portion thereof not exceeding the said sum as you from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said ……. and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said …… which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. …….. (Rupees …….) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ……. and /or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to (Rupees. ……). Our guarantee shall remain in force until …….. unless a suit or action to enforce a claim under Guarantee is filled against us within six months from …… (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated ……. granted to him by the Bank.

Yours faithfully,

_____ Bank
By its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf
Of the Bank

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BANK GUARANTEE AGAINST MILESTONE PAYMENT

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

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PROFORMAA FOR GUARANTEE AGAINST MILESTONE PAYMENT

(TO BE EXECUTED ON NON-JUDICAL STAMP PAPER OF APPROPRIATE VALUE)

To,
Numaligarh Refinery Limited,
Pankagrant, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India, PIN-785699

Subject: Bank Guarantee for [insert purpose]

WHEREAS

A. [insert *name of the Contractor)* ("Contractor") and the Numaligarh Refinery Ltd. ("NRL") have entered into a Contract Agreement dated *(insert date of Contract Agreement)* ("Agreement"), whereby NRL has authorized the Contractor to execute the Works related to [insert package name].

B. NRL has agreed to release [insert %] of the Contract Price to the Contractor, inter-alia, a sum of Rs._ (Rupees only) (" Milestone Payment"), upon the condition, *inter* a/la, that the Milestone Payment shall without prejudice to any other mode of recovery available to NRL be recoverable by NRL by deduction from the gross accepted amount of any Running Account Bills and the Final Bill of the Contractor commencing from the first Running Account Bill of the Contractor, and meanwhile, the Milestone Payment shall be secured by way of guarantee from a Bank (as defined hereinafter).

C. We (name of the bank) having our registered office at ..... and one of itsbranches at (hereinafter referred to as the "Bank"), at the request of the Contractor, do hereby in terms of the Agreement, irrevocably, unconditionally and without reservation guarantee ("Guarantee") the due and faithful fulfilment and compliance of the terms and conditions of the Agreement by the Contractor and unconditionally and irrevocably undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest or proof or satisfaction or condition and without reference to the Contractor, an amount of Rs. |insert amount} ("Guarantee Amount").

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertake to pay to NRL upon occurrence of any failure or default in the due and faithful performance of all or any of the Contractor's obligations or otherwise, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as NRL shall claim, without NRL being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from NRL, that there is an amount due and outstanding from the Contractor, or the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that NRL shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations under the Agreement and its decision in this regard shall be final and binding on the Bank, notwithstanding any differences between NRL and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, NRL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for NRL to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. NRL has the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by NRL against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to NRL, and the Bank shall not be released from its liability and obligation under these presents by any exercise by NRL of the liberty with reference to the matters aforesaid, or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of NRL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liabilities and obligations under this Guarantee, and the Bank hereby waives all of its rights under any such law.

6. NRL's right to recover the Guarantee Amount from the Bank will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute or disputes are pending before any officer tribunal or court.

7. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank, NRL or the Contractor.

8. This Guarantee shall be a primary obligation of the Bank and accordingly NRL shall have first and primary recourse to the Bank and shall not be obliged, before enforcing this Guarantee, to take any action in any court or arbitral proceedings against |*insert name of the Bidder),* to make any claim against or issue any notice or demand on *[insert name of the Bidder} or* to exercise, levy or enforce any distress, diligence or other process against *insert name of the Bidders.*

9. Our liability under this Guarantee is restricted to the Guarantee Amount. Our guarantee shall remain in force and be valid until We are liable to pay the Guarantee Amount or any part thereof if you serve upon us a written claim under this Guarantee within 06 (six) months from ……..…… (which is the claim period) after which all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of NRL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course through post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of NRL that the envelope was so posted shall be conclusive.

Notwithstanding anything contained hereinabove:

(a) the Bank's liability under this Guarantee is restricted to INR [insert];
(b) this Guarantee shall remain in force until [insert];
(c) this Guarantee shall have additional claim period of 06 (six) months thereafter; and
(d) the Bank is liable to pay the Guarantee Amount or any part thereof under this Guarantee only if NRL serves upon the Bank a written claim or demand upon the Bank or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [Date] day of [Month], [Year] at [Place]

SIGNED, SEALED AND DELIVERED For and on behalf of the BANK by:

(Signature) (Name)

(Designation)

(Code Number)

(Address)

NOTES:

(a) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

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BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Following Prevailing BG related information of NRL to be provided (to be updated suitably from time to time):-

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 06 (Six) months from the final bid submission date. The bid security is normally to remain valid for a period of 60 (sixty) days beyond the final bid validity period. In case, Contract Performance Security (CPS) is applicable, the successful bidder has to keep his Bid Security, if submitted in the form of a BG, valid till CPS is submitted. The contractor shall be required to suitably extend the period of Bank Guarantee.

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:
Axis Bank
Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:
IFN 760 / IFN 760 COV for issuance of bank guarantee
IFN 767 / IFN 767 COV for amendment of bank guarantee
Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

******

Proforma for Bank Guarantee for Earnest Money Deposit

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref…….. Bank Guarantee No…….

To,
Chief General Manager (Commercial)
Numaligarh Refinery Limited,
Pankagrant, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India, PIN-785699

Dear Sir (s)

In accordance with letter inviting Tender under reference No……M/s……having their

Registered / Head office at…….(hereinafter called the Tenderer) wish to participate in the side tender for…….

As an irrevocable bank Guarantee against Earnest Money Deposit for an amount of …….is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the……Bank at …….. Having our Head office…… (Local Address) guarantees and undertakes to pay immediately on demand by Numaligarh Refinery Ltd, the amount……..without any reservation, protest, demur and recourse. Any such demand made by Numaligarh Refinery Ltd. shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tendered.

This guarantee shall be irrevocable and shall remain valid up to…… If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s……on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand stamp on this……Day of……..20……at……

WITNESS:
(SIGNATURE NAME)

(OFFICIAL ADDRESS)

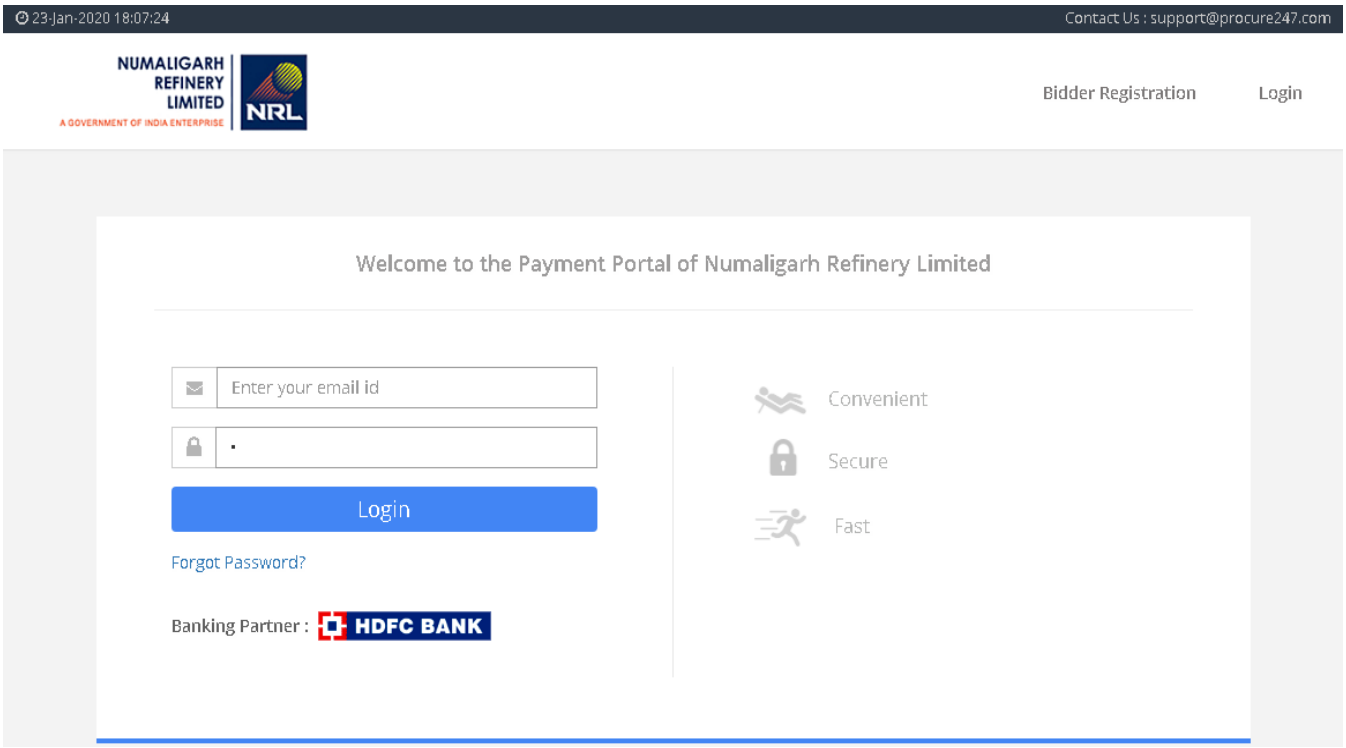
(SIGNATURE NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney No……..
Date……

******

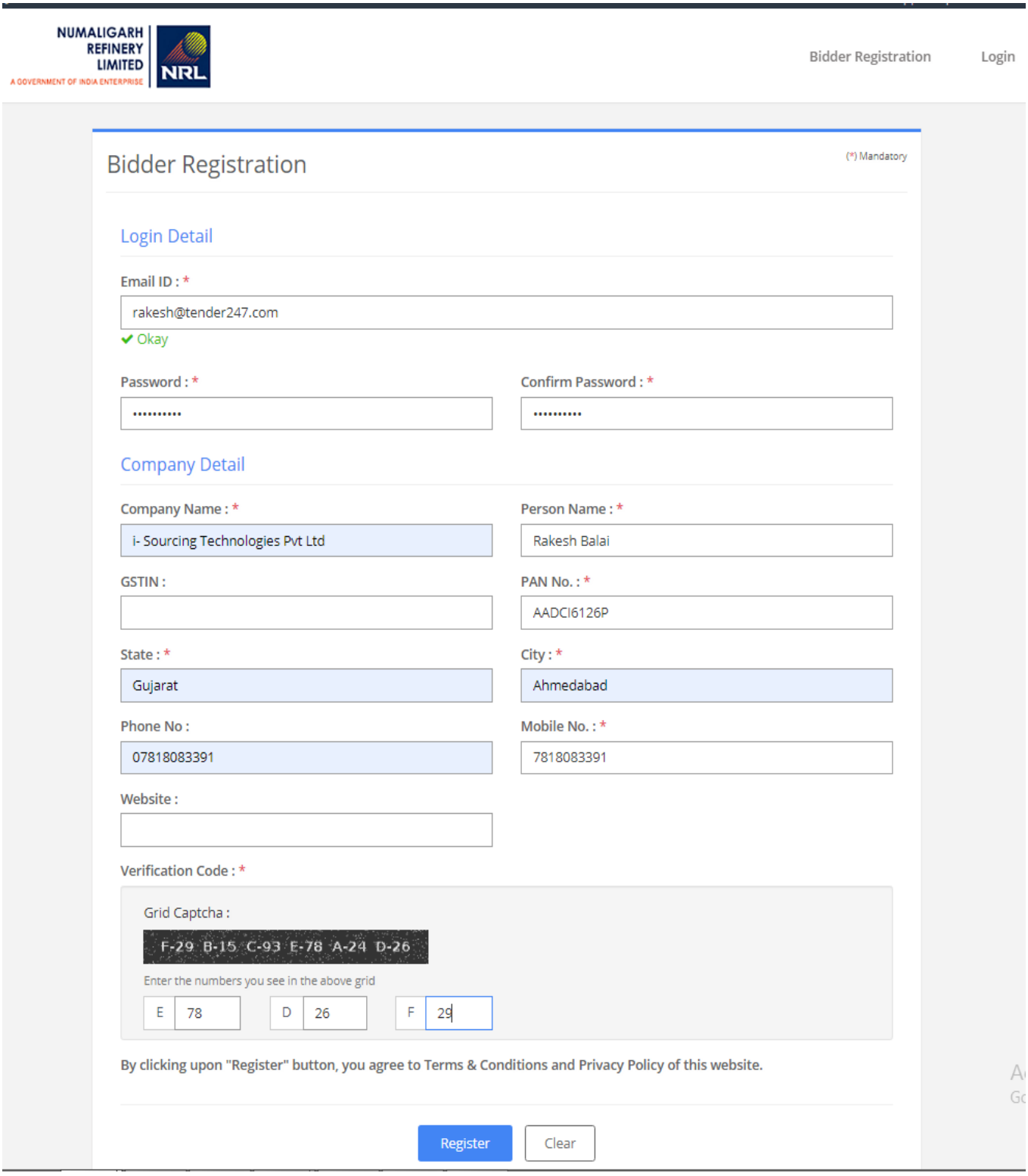
Bidder Side Manual

Numaligarh Refinery Limited

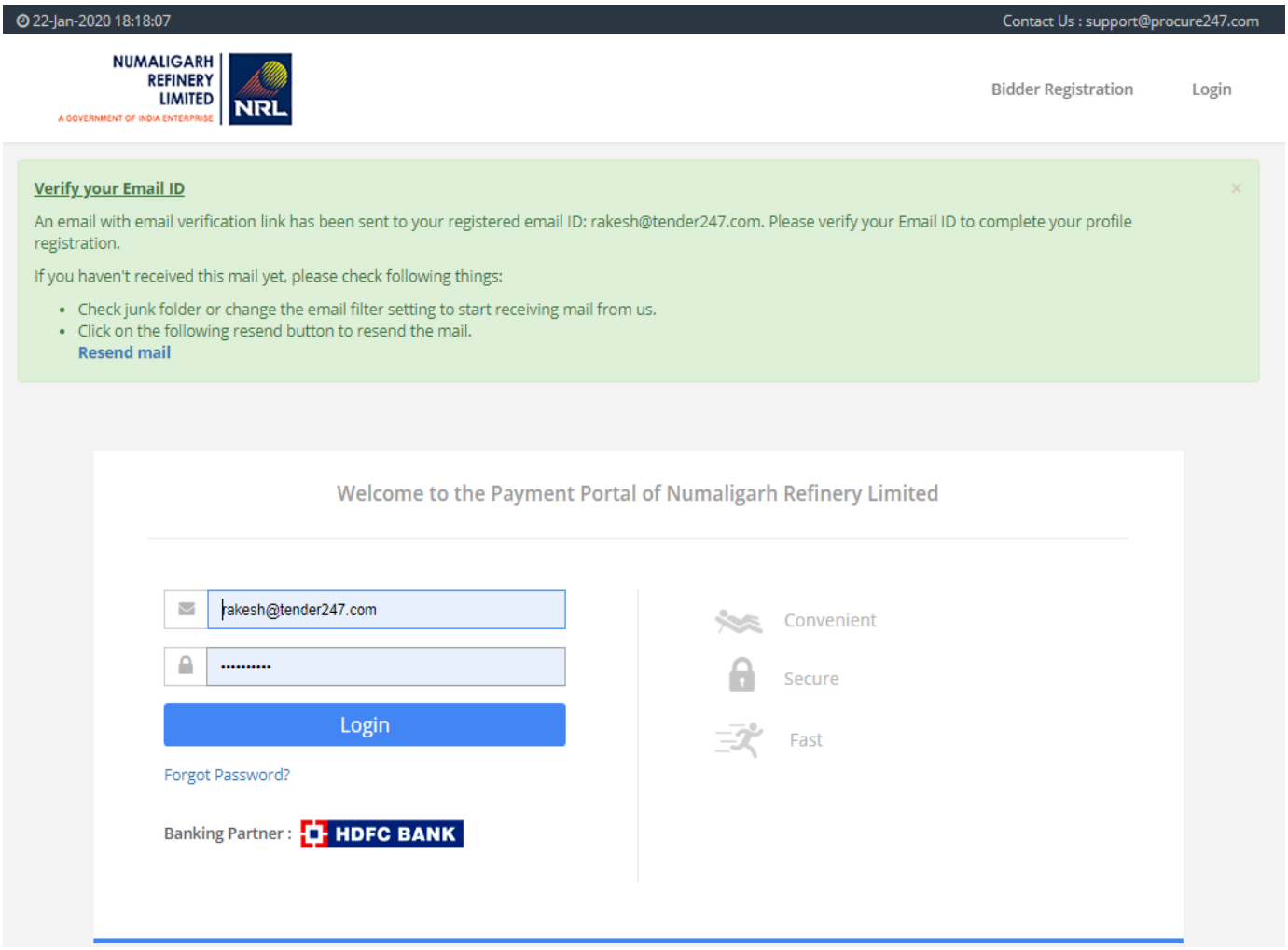
URL: https://nrl.procure247.com/TenderPay



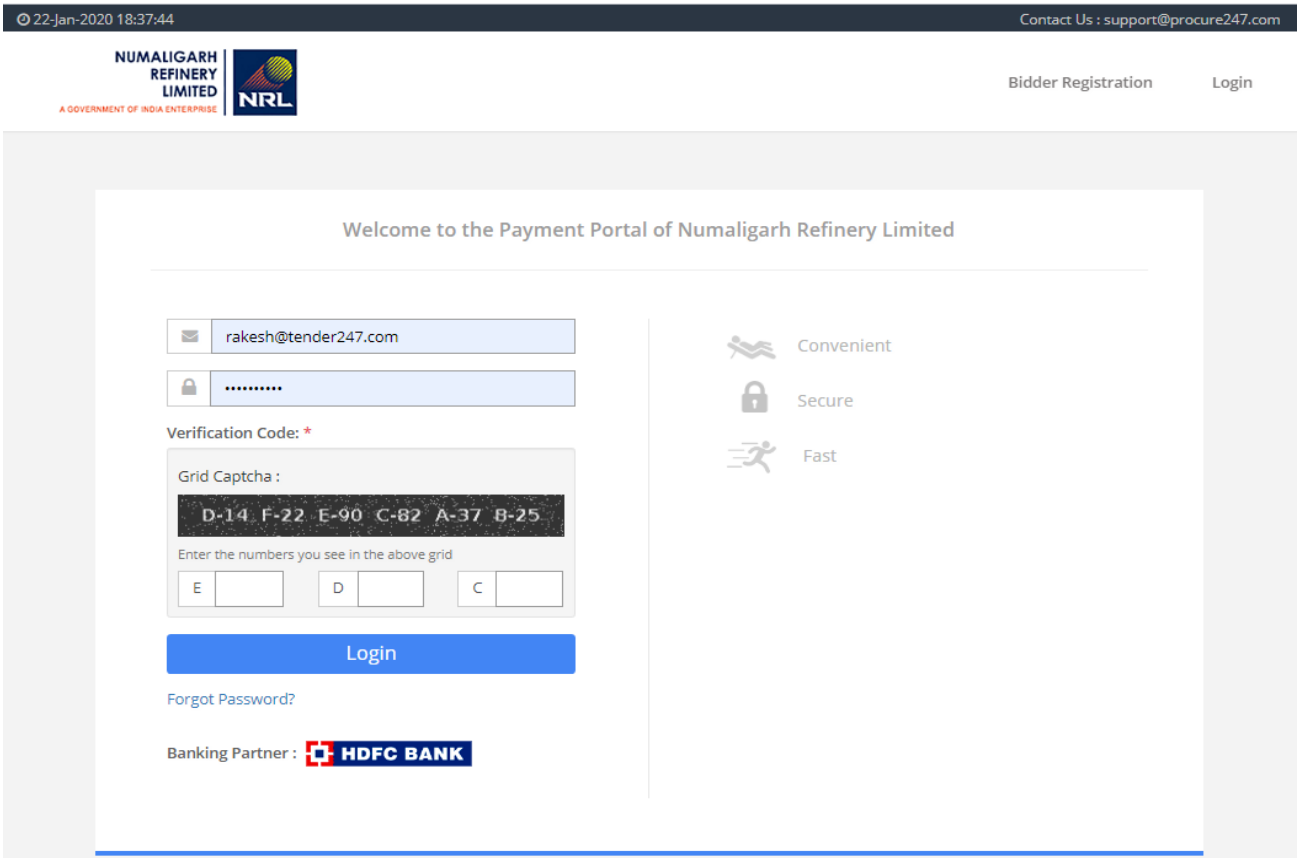
Bidder Registration Screen – Fill the mandatory details required and complete the process.



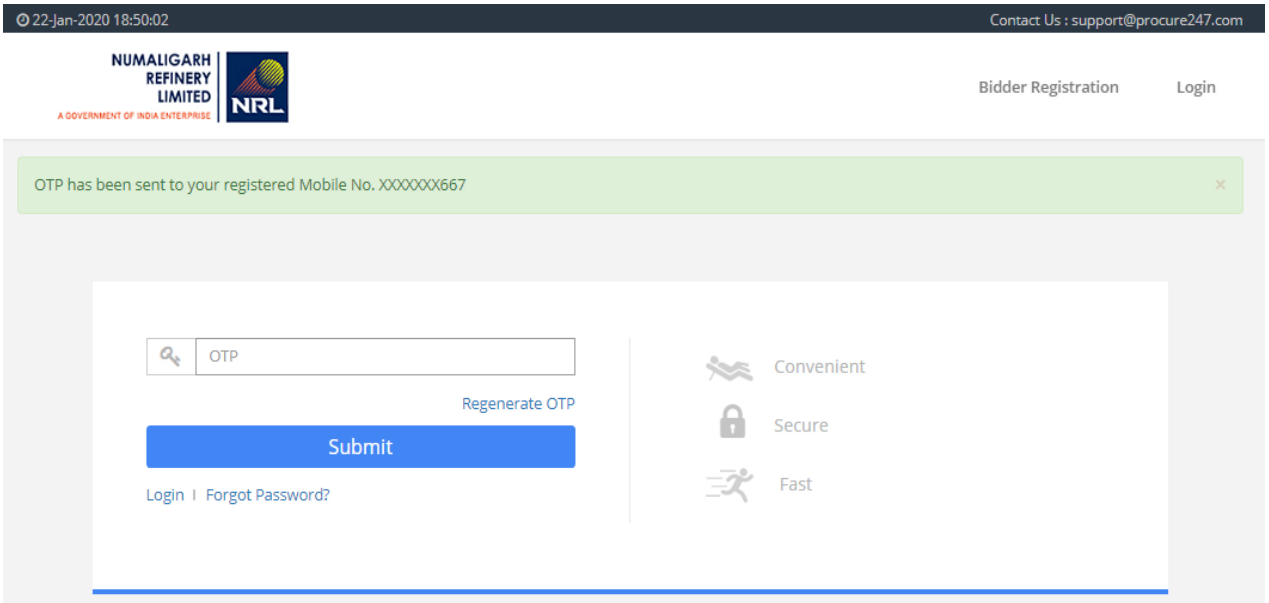
On successful submission of details in bidder registration form, bidder will get the system generated link to verify his/her email id and login to the website. Without verifying email id bidder may not be able to login to the system.



After successful email verification – please login with your user id and password

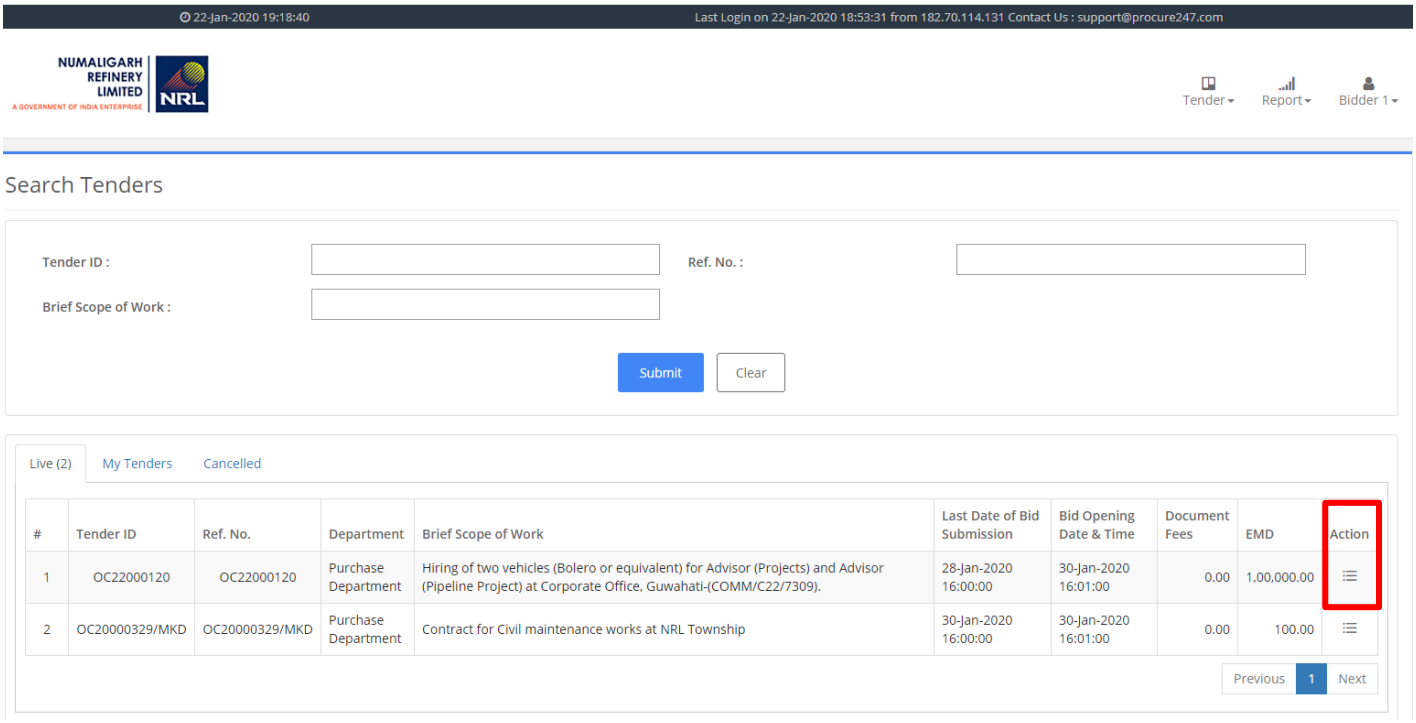


Bidder will receive system generate One Time Password (OTP) on their registered mobile number.
In case not receiving of OTP please click Regenerate OTP and login.



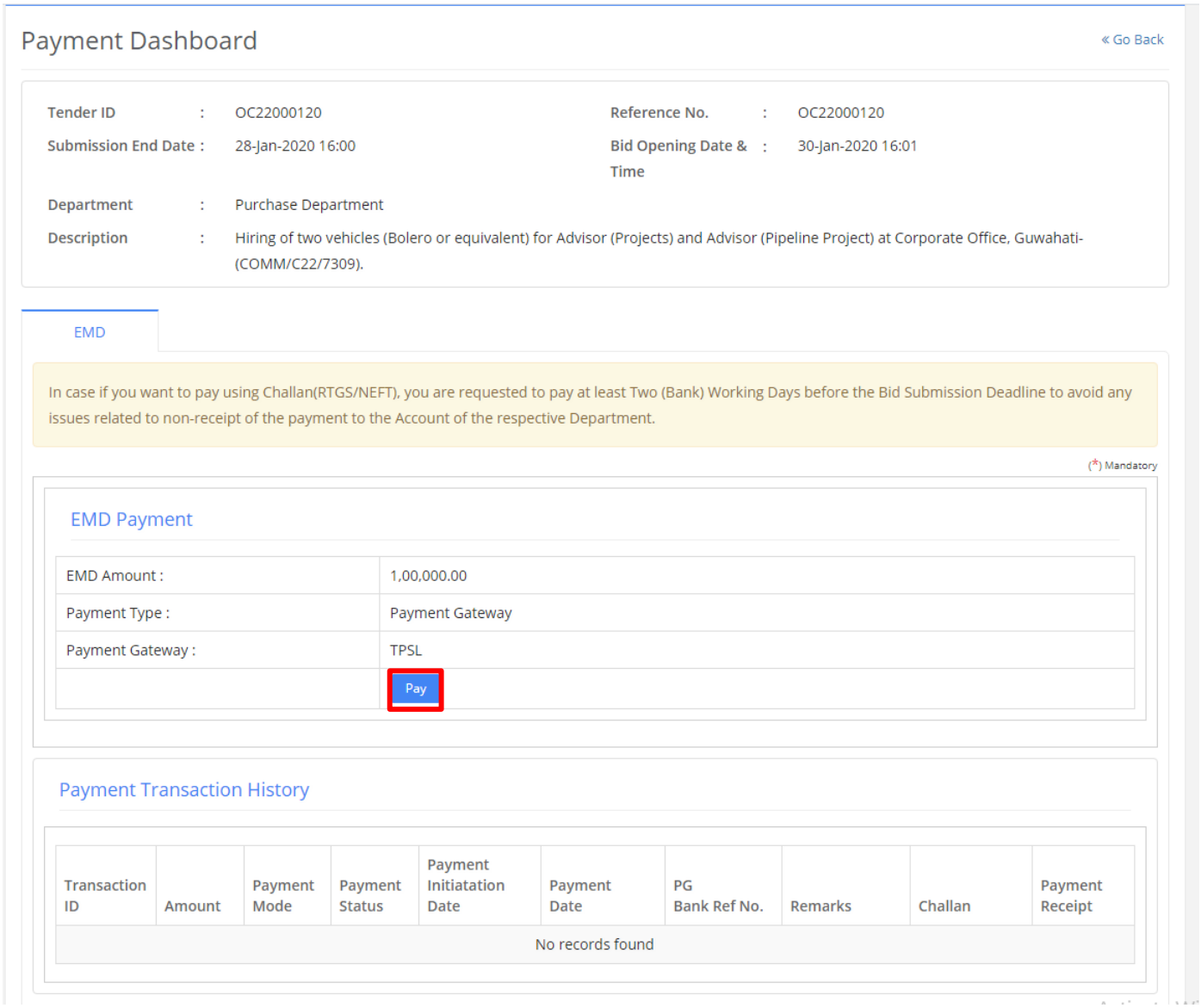
After login Screen to the bidder

Bidder can search the tenders and proceed for EMD payment.

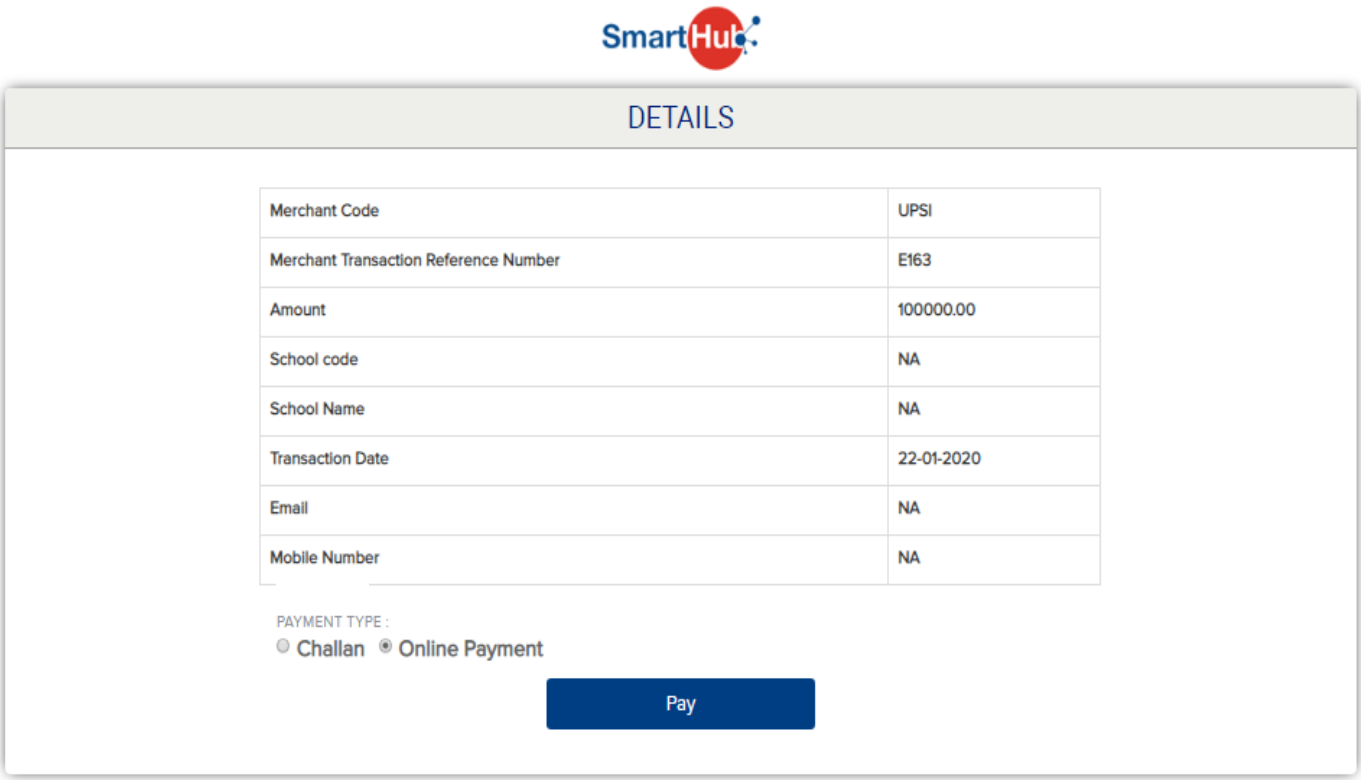


Bidders' have to click on Payment Dashboard option available under Action tab – which can be seen in above screen.

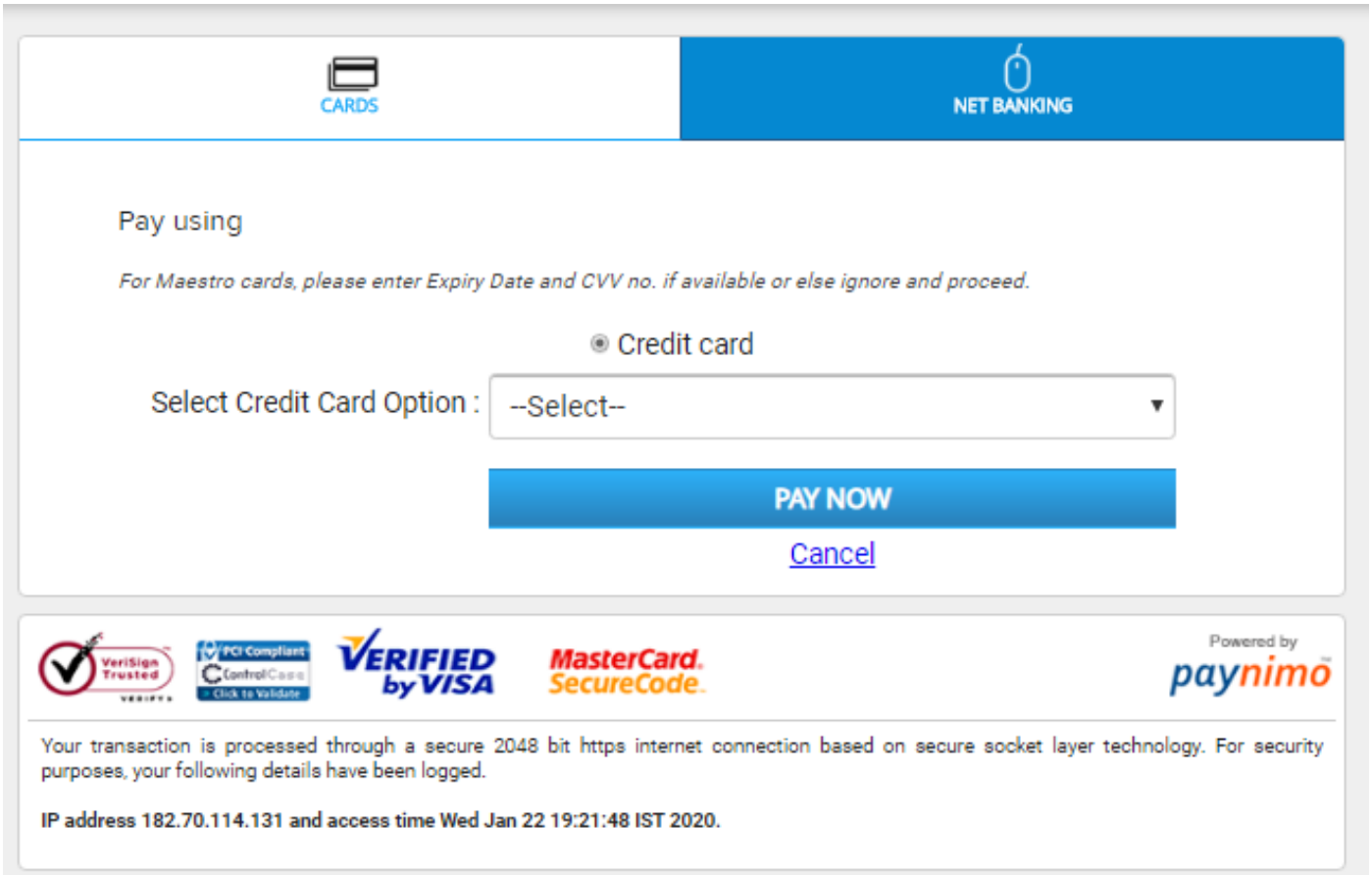
Payment Dashboard – Click on Pay to proceed further for the selection of payment mode.



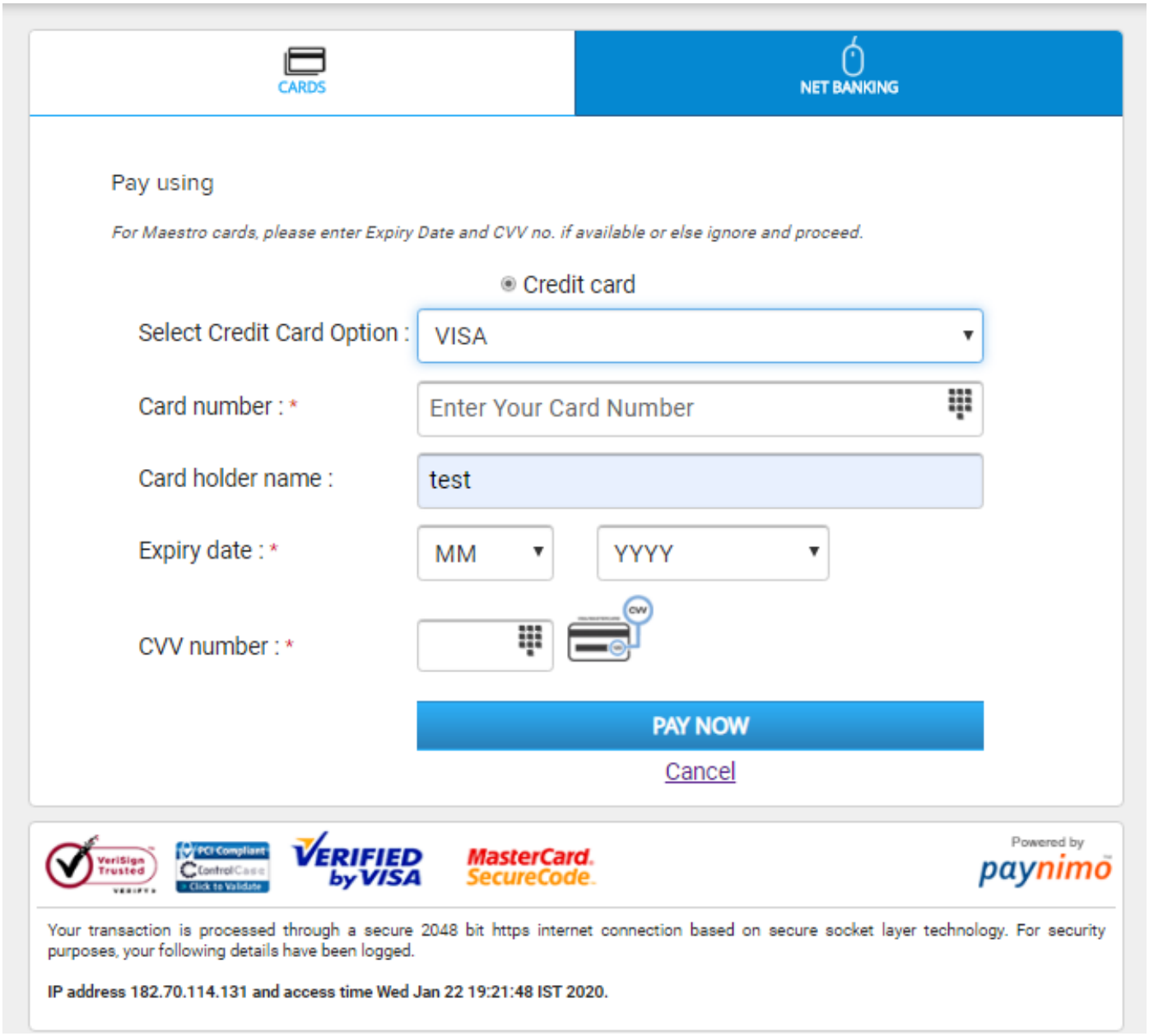
Smart Hub – Bidders' can select the online payment and click on Pay to proceed further.



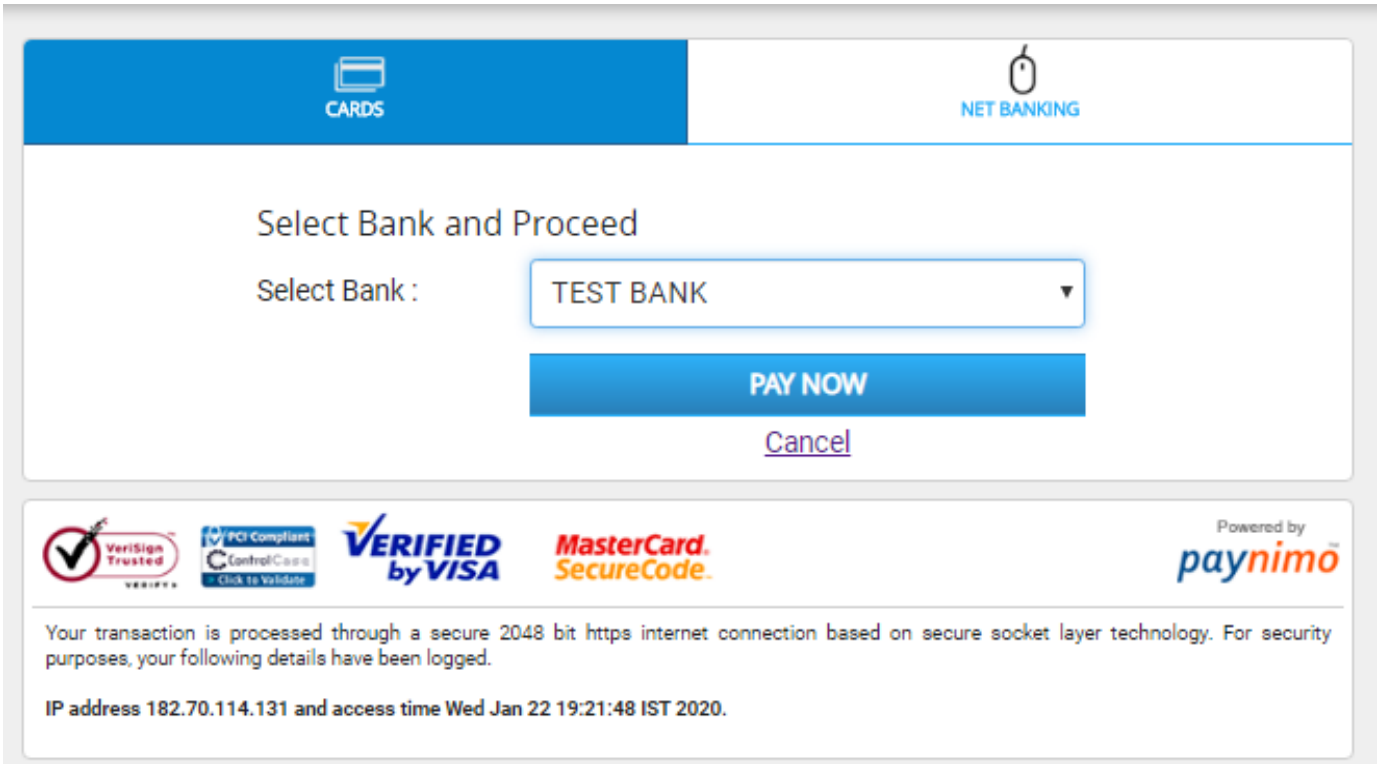
After click on Pay – Bidder will get an option for Cards and Net Banking. Bidders can select their preference and proceed further for the payment.



Payment through cards.



Payment through Net Banking – Bidders can select their Bank from available options and click to Pay Now.



After selecting of Bank – Bidders need to enter their customer ID and Password and click to submit to process payment.

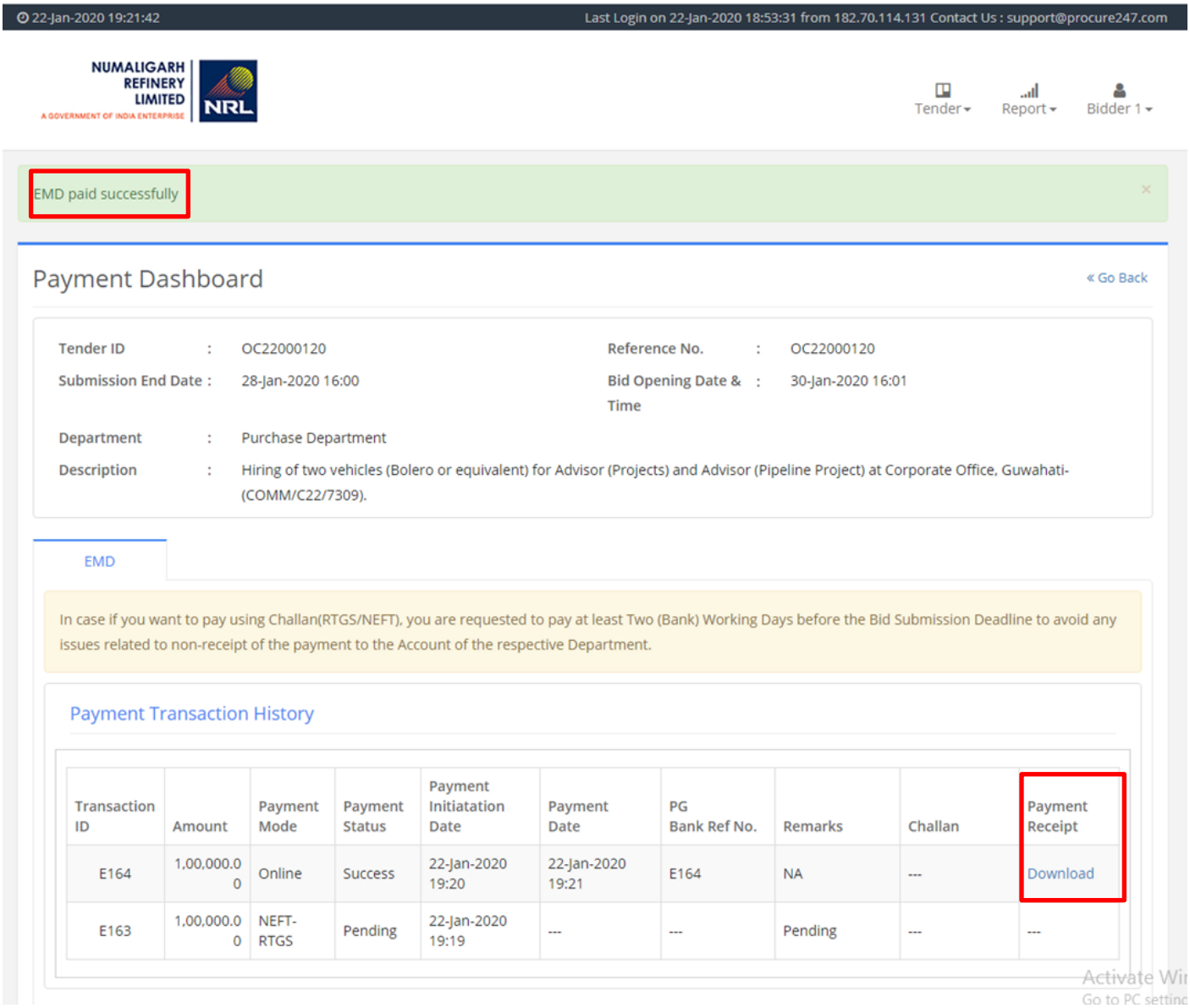


Payment Confirmation page – after entering customer id and password, bidders can view the amount they would like to pay and click submit to proceed further.



On successful payment bidder will receive system generated message on screen stating “EMD paid successfully” and the same is highlighted in below mentioned screen.

Bidders’ can also download the Payment receipt from this page which is also highlighted in below mentioned screen.



Downloaded payment receipt – Bidders' can easily print the receipt and use it for their bidding purpose.

Procure24x7

Payment Receipt

Transaction ID:	E164
Tender ID:	OC22000120
Reference No.:	OC22000120
Organisation:	Numaligarh Refinery Limited
Department:	Purchase Department
Brief Scope of Work:	Hiring of two vehicles (Bolero or equivalent) for Advisor (Projects) and Advisor (Pipeline Project) at Corporate Office, Guwahati-(COMM/C22/7309).
Company name:	Bidder 1 Pvt Ltd
Bid Submission End Date:	28-Jan-2020 16:00
PG Bank Ref No.:	E164
Payment Mode:	Online
Payment For:	EMD Payment
EMD Fees:	100,000.00/-
Payment Date & Time:	22-Jan-2020 19:21
Payment Status:	Successful

Instructions to Bidders for e-Tendering

[APPENDIX-VII 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.

Numaligarh Refinery Limited

Commercial Department

[Revised policy effective from 07.11.2022]

Policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers

Agencies engaged through contracts are expected to adopt ethics of highest standard and a very high degree of integrity, commitment and sincerity towards the contracts undertaken. However, in few occasions the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of NRL to deal with agencies who commit deception, fraud or other misconduct in the tendering and execution process. To deal with such situation policy for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers has been formulated as below.

1. Definitions:

In these Guidelines, unless the context otherwise requires

(i) The terms “Holiday listing”, "Banning of firm", “Suspension”, “Black-Listing” etc. convey the same meaning as of "Debarment".

(ii) Agency: "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context these guidelines is indicated as 'Agency’. "Party Contractor/ Supplier/ Vendor/ Consultant/ bidders/ Licensor" shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

Firm: The term 'firm' or 'bidder" has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

a. Whether the management is common;
b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
e. All successor firms will also be considered as allied firms.

(iii) Appellate Authority: "Appellate Authority" shall mean the Managing Director, NRL. The Appellate authority shall be higher than the "Competent Authority".

(iv) Competent Authority: ’’Competent Authority" shall mean the authority, who is competent to take final decision for Holiday listing/ Banning/ Debarring of Contractors/ Suppliers as per provision of DOA

(v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false

documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.

(vii) Collusive Practice : "Collusive amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive NRL of the benefits of free and open competition.

(viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

(ix) Officer-in-Charge: "Officer-in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person(s) designated to act for and on behalf of NRL for the execution of the work as per requirement of the concerned department.

(x) Malpractice: Malpractice means any Corrupt Practice. Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

(xi) Mis-Conduct: "Mis-conduct' means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines.

(xii) Nodal Department: "Nodal Department" means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom NRL has decided to ban business dealings and shall be the Commercial Department.

2. Reasons for Holiday Listing:

An agency may be placed in Holiday List for any one or more of the following circumstances:

2.1 If the Agency, in the context of its dealings with the Corporation:

a) Has breached the Code of Integrity for Public Procurement (CIPP)
b) Has indulged in malpractices;
c) Has submitted fake, false or forged documents / certificates;
d) Has substituted materials in lieu of materials supplied by NRL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipment supplied by NRL.
e) Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules, safety norms, environmental norms or other 'statutory' requirements.
f) Has deliberately indulged in construction and erection of defective works or supply of defective materials.
g) Has not cleared previous dues to NRL if applicable.
h) Has committed breach of contract or has abandoned the contract.
i) Poor performance of the Agency in one or several contracts.
j) Has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by NRL.
k) Withdraws/ revises the bid upwards after becoming the L1 bidder (downward revision by H1 in case of disposal).
l) Has parted with, leaked or provided confidential / proprietary information of NRL to any third party without the prior consent of NRL.
m) The L1 bidder (Lowest quoted price) quotes an abnormally low/ unworkable price and the bidder fails to provide proper price break up and reasonability of his quoted price, resulting in cancellation of tender.
n) Bidder withdraws his quote after opening of techno-commercial bid.
o) GST registration/ account of the contractor is cancelled/ revoked/ seized by Government authority during the pendency of the contract.

2.2 The following additional grounds can also be reasons for Holiday listing of an agency:

a) If a communication is received from the Administrative Ministry of the Corporation to ban Agency from dealing with the Corporation;

b) If the Agency is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
c) Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

3. Duration of Holiday Listing:

Sl No.	**Reasons for holiday listing**	**Period of holiday listing**
1	Indulged in malpractices (including cartel formation/collusive bidding/bid rigging) resulting in financial loss to the Company	2 years
2	Submitted fake, false or forged documents / certificate	2 years
3	Has submitted materials in lieu of materials supplied by NRL or has not returned or has unauthorised disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by NRL.	2 years
4	Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms, environmental norms or other statutory requirements	2 years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	2 years
6	Has not cleared NRLs previous dues if applicable	1 year
7	Has committed breach of contract or has abandoned the contract	2 years
8	Poor performance of the Agency in one or several contracts / Supply of sub-standard materials / sub-standard quality of works.	1 year
9	Has not honoured the fax of award/ letter of award/ Contract/ Purchase order/ after the same is issued by NRL / Failure to abide "Bid Securing Declaration".	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	2 years
11	Has parted with, leaked or provided confidential/ proprietary information of NRL to any third party without the prior consent of NRL	2 years
12	If the Agency is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	2 years
13	Transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; Breach of the Code of Integrity for Public Procurement (CIPP)	2 years
14.	The L1 bidder (Lowest quoted price) quotes an abnormally low/ unworkable price and the bidder fails to provide proper price break up and reasonability of his quoted price, resulting in cancellation of tender.	1 year
15.	Bidder withdraws their quote after opening of techno-commercial bid.	1 year
16.	GST registration/ account of the contractor is cancelled/ revoked/ seized by Government authority during the pendency of the contract.	Till the time the information of restoration of Vendor's GST registration by Government authority is made available to NRL.

4.1 Banning of Business Dealings:

a) EIC or the designated in-charge or department responsible for invitation of bids of a service, works or supply being satisfied that prima-facie the case is fit for banning, a Show Cause Notice would be served upon the agency to explain why action should not be taken against the agency, which agency should reply within 10 days of issue of notice. If requested by firm, personal hearing may also be allowed.
b) Based on the agencies reply or no reply the recommendations would be put up through the nodal department to the Competent Authority for final decision on banning or otherwise as per provision of Para 3 above.
c) In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by NRL based on the Ministry's advice.
d) The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
e) The period of debarment shall start from the date of issue of debarment order.
f) The Order of debarment will indicate the reason(s) in brief that led to debarment of the firm.
g) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years. Ordinarily, the period of debarment should not be less than six months.

4.2 Provision for Appeal:

i. An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority.

ii. Consideration of any appeal for review, filed after expiry of the above period, shall be at the sole discretion of the Appellate Authority;

iii. On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;

iv. The Appellate Authority, if it so desires, may also give an opportunity for personal hearing to the Appellant Agency;

v. After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order before the period of debarment is over by which the Appellate Authority may either:
   a) Uphold the decision of Competent authority with or without any variation / lesser period of Holiday Listing; OR
   b) Annul the order of the Competent Authority.

vi. No Appeal is permitted in case an Agency is placed in Holiday List by NRL, based on Ministry’s advice.

4.2(a) Provision for revocation:

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

5. Effect of Holiday Listing:

1. No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the active Holiday list.

2. If an 'Agency' is put on the Holiday list during tendering:

a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned,

b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned. The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In case such 'Agency' is lowest (L-1), next lowest firm shall be considered as L-1.

c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

d) Even in the cases of risk purchase, no contract should be placed on such debarred firms.

e) Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

6. Updation of records after holiday listing:

Once a vendor is holiday listed in accordance to the provisions of this policy, respective Commercial officer (DO) shall intimate the Vendor Master Governor. Accordingly following actions shall be taken by Vendor Master Governor:

a) Vendor master data in SAP shall be updated with Holiday Listing status and period.

b) Updated report on holiday listed vendors will be published in NRL website.

c) Necessary action to be taken in CPP portal to activate holiday listing of the vendor.

d) Necessary updation will also be done in case of any annulment / lessening of holiday period against order / approval by Appellate Authority.

e) An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

f) In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavour should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

7. Safeguarding Procuring Entity's Interests during debarment of suppliers:

Suppliers/ contractors/ consultants/ service providers are important assets for the procuring entities and punishing delinquent suppliers should be the last resort. It takes lot of time and effort to develop, register and mature a new supplier. In case of shortage of suppliers in a particular group of materials/equipment, such punishment may also hurt the interest of Procuring Entity. Therefore, views of the concerned Department may always be sought about the repercussions of such punitive action on the continuity of procurements. Past records of performance of the supplier may also be given due weightage. In case of shortage of suppliers and in cases of less serious misdemeanours, the endeavour should be to pragmatically analyse the circumstances, reform the supplier and get a written commitment from the supplier that his performance will improve. If this fails, efforts should be to see if a temporary debarment can serve the purpose.

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PROPOSAL FORMS

FORM-A

DELAYED COKER UNIT (DCU) REVAMP PROJECT OF NUMALIGARH REFINERY LIMITED (NRL) BID COMPLIANCE AND MANDATORY INFORMATION REQUIREMENT (FOR INDIAN BIDDERS)

Supplier Name: M/s _____

RFQ No.:_____

Supplier's Offer Ref No.: _____dated_____

Tel. No. _____Mob. No. _____ Fax No. _____

Contact Person: _____ E-mail _____

(*use capital letters only*)

SL.NO.	DESCRIPTION	SUPPLIER'S CONFIRMATION/ REPLY
I.	**COMPLIANCE TO BID REQUIREMENT**	
1.	We confirm that our offer is in total compliance with RFQ Document containing technical specifications including General /Technical notes, scope of supply/services/site work (as applicable) including documentation as per Material Requisition (MR) and subsequent amendment and corrigendum, if any. We also confirm our offer is in total compliance with RFQ document containing commercial terms and conditions as per the following documents, without any deviation: i) Request for Quotation (RFQ) ii) Instructions to Bidders (ITB) iii) Bid Data Sheet (BDS) & Proposal Forms iv) Special Purchase Conditions (SPC) & General Purchase Conditions(GPC) v) Terms & Conditions of Site work/HSE (if applicable as per MR) vi) Integrity Pact (if applicable as per BDS). vii) Terms & Conditions for Supervision services/ Training/ Hazop/ AMC/ PWAMC/ PGTR/ 3-D Modeling etc (if applicable as per MR) viii) Agreed Terms & Conditions & any other document enclosed with RFQ. ix) Commercial Amendment/Corrigendum, if any. Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail. 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.	***Confirmed***

BIDDERS'S SIGNATURE WITH STAMP/SEAL

SL.NO.	DESCRIPTION	SUPPLIER'S CONFIRMATION/ REPLY
	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 & conform to in all respects, with the terms and conditions of the said RFQ Document including all Technical and Commercial Amendments.	
II.	**MANDATORY INFORMATION REQUIREMENT**	
2.	**TAXES AND DUTIES**	
	A. Specify Despatch point	_____
	B. GSTIN no. of despatch point	_____
	C. Specify Invoicing place	_____
	D. GSTIN no. of invoicing place	_____
	E. HSN code of Goods	_____
	F. SAC Code	_____
	G. GST applicable extra on quoted FOT despatch point prices **A.** Intra state **CGST + SGST/ UTGST) ( )** **B.** Interstate **(IGST) ( )**	**A. ____% EXTRA** **B. ____% EXTRA**
	H. GST rate applicable on Freight	**____% EXTRA**
	I. GST applicable extra on quoted Site Supervision / Site Work / Training Charges/ PWAMC/ HAZOP/ 3Dmodelling / PGTR/ Extended Warranty/ any other services, if applicable	**____% EXTRA**
	Note: In case, bidder does not quote rate of GST in the offer and HSN/SAC code quoted, rate corresponding to HSN/SAC code shall be considered. If both rate and code not quoted, bid shall be evaluated with highest of the rate quoted by other bidders and same shall be considered for ordering. However, payment of GST shall be made at actual subject to maximum of GST rate incorporated in the PO.	
3.	Supplier to indicate the complete name and address on which order to be placed by NRL (in the event of an order)	_____ _____ **City :**_____ **District :**_____ **State :**_____ **PIN/ZIP :**_____ **FAX No.:** _____ **e-mail ID:** _____

BIDDERS'S SIGNATURE WITH STAMP/SEAL

SL.NO.	DESCRIPTION	SUPPLIER'S CONFIRMATION/ REPLY
III.	**PURCHASE PREFERENCE**	
4.	**<u>Purchase Preference (MSE BIDDERS):</u>**	
	a) Confirm whether the Bidder is a MSE Bidder or not.	**Yes ( ) / No ( )** ***(tick √ whichever is applicable)***
	b) Confirm owner of Bidder's organization belongs to Gen/SC/ST Category.	**Gen ( ) / SC ( ) / ST ( )**
	c) In case owner of Bidder's organization belongs to SC/ST, then Bidder to submit SC/ST Certificate as specified in the ITB and its Appendix duly authenticated as per ITB	**Applicable and enclosed ( ) / Not applicable ( )**
	d) Confirm whether owner of Bidder's organization belongs to Women Category.	**Yes ( ) / No ( )**
	e) In case owner of Bidder's organization belongs to Women category then Bidder to submit requisite documents as specified in the ITB and its Appendix duly authenticated as per ITB.	**Applicable and enclosed / Not applicable**
	f) MSME bidders registered under Trade Receivable e-Discounting System (TReDS) shall furnish details of registration with registration No. & date.	**Registration No. _____ dated _____**
	g) We confirm that we are Micro or Small Enterprises (as the case may be), as on the Bid due date, as per the guidelines for re-classification of micro, small and medium enterprises notified by Ministry of MSME as per RFQ document	**Confirmed**
	Note :- In case the Bidder does not tick mark specifically against 4 (a), (b) & (d) and & does not submit any relevant documentary evidences in their Bid it will be assumed that bidder is a Non MSE / Non SC / ST / Non Women & No benefit shall be extended to such bidder to this effect.	
5.	**Purchase Preference (PPP-MII) Policy**	
	a) Confirm that the Bidder is Class-I local supplier or Class-II local supplier, as applicable, as specified in Bid Data Sheet.	***Confirmed***
	b) If yes, Bidder confirms to comply with the requirements/ conditions defined in appendix III to ITB attached with RFQ document.	**Noted & Confirmed**
	c) If yes, Bidder shall also submit required documents (Form-2 & From–3 (as applicable), of appendix III to ITB to support the same.	***Submitted***
	d) Bidder shall furnish the percentage of the local content as per Appendix-III to ITB attached with RFQ document in bid.	***Indicated in Form 2/ Form 3 of Appendix III to ITB***
	e) In case bidder does not furnish the above details, no purchase preference (PPP-MII), shall be applicable.	**Noted**

BIDDERS'S SIGNATURE WITH STAMP/SEAL

SL.NO.	DESCRIPTION	SUPPLIER'S CONFIRMATION/ REPLY
IV. DECLARATIONS		
6.	We confirm that we are not on Black-list / Holiday List /Negative list/ Suspension list/ Banning List of NRL/EIL/MOPNG as on date of submission of our bid	**Confirmed**
7.	Confirm that Integrity Pact along with Affidavit to IP if applicable as per Clause No. 19 of ITB has been submitted in the bid.	**Submitted**
8.	We confirm that we are not under liquidation, court receivership or similar proceedings.	**Confirmed**
9.	Whether any of the Directors of Bidder is a relative of any Director of Owner/EIL or the Bidder is a firm in which any Director of Owner/EIL or his relative is a Partner or the Bidder is a private company in which any director of Owner/EIL is a member or Director	**( )* No relation** **( )* Yes (Provide details)**
10.	We confirm that the content of the enquiry document including price Schedule and Corrigendum/ Addendum (if any) have not been altered or modified.	**Confirmed**
11.	We confirm that MSE Certificate (if applicable), i.e. Udyam Registration Certificate as mentioned in the Enquiry Document has been submitted in the bid.	**Submitted**
12.	We note that in case MSE Bidder doesn't submit the MSE document or submits invalid document MSE document (Udyam Registration Certificate), such Bidders shall not be considered for providing benefits under MSE policy.	**Noted**
13.	Change of Ownership: has there been any major change of ownership of the establishment over the past 5 years. If so kindly provide details and if not, please affirm by "NONE"	**NONE**

BIDDERS'S SIGNATURE WITH STAMP/SEAL

FORM-B

DELAYED COKER UNIT (DCU) REVAMP PROJECT OF NRL

AGREED TERMS & CONDITIONS (ATC) (FOR INDIAN BIDDERS)

Supplier Name: M/s _____

RFQ No.:_____

Supplier's Offer Ref No.:_____ dated_____

Tel. No._____Mob. No._____Fax No. _____

Contact Person:_____E-mail_____

(*use capital letters only*)

1. All correspondence must be in **English** language only.
2. This is a pre-filled "questionnaire" and Bidder to accept and submit it online, duly signed and stamped on each page, as a token of their acceptance of all commercial terms and conditions.
3. All commercial terms / compliance / salient details are given /confirmed in this questionnaire and Bidding Forms/Annexures to ITB itself and not elsewhere in the Offer. In case of contradiction, the confirmation given herein and in Bidding Forms by the Bidder shall prevail over the declaration/ statement/ confirmation given in other places by the Bidder. Bidder to note that the terms and conditions mentioned elsewhere in their offer or Bidder's own terms and conditions shall not be given cognizance of.
4. **Failure on the part of the Bidder in submitting this duly pre-filled "questionnaire" online with the Un-priced bid and/or submitting incomplete replies may lead to rejection of Bidder's Offer.**
5. Bidder's offer shall be in total compliance with RFQ documents containing commercial and technical specifications including general/ technical notes and scope of supply/work including documentation as per material requisition (MR) and subsequent technical/ commercial amendment, if any, and technical/commercial corrigendum, if any, without any deviation, otherwise such offer shall be liable for rejection.

SL. NO.	DESCRIPTION	SUPPLIER'S CONFIRMATION
1.	**Price Basis:** Quoted supply prices are on FOT despatch point basis inclusive of Packing & Forwarding charges and third party inspection charges (as applicable), as per Price Schedule Format enclosed.	*Confirmed*
	Specify Despatch Point	*Refer Annexure-I*
	Quoted price is inclusive of all taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).	*Confirmed*
2.	**Transportation:** a) Confirm that firm transportation charges excluding GST, upto handing over of all materials to NRL/NRL appointed Contractor at a location specified in NIT/RFQ Covering Letter/BDS, has been quoted	*Confirmed , Quoted in Price Schedule*

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	separately in Price Schedule.	
	b) GST rate applicable on freight charges.	*Quoted in Annexure-I*
3.	Owner has taken comprehensive marine-cum-erection all risk policy (MCEAR) for the project. Accordingly, cost towards the same is not included in quoted price. Confirm that Supplier/bidder is responsible till the material is handed over to NRL or NRL's appointed contractor, including transit and storage risk at the supplier's warehouse.	*Noted and Confirmed*
4.	**Details of Taxes/Duties applicable extra on Goods/ Services:** **Goods and Services Tax (GST) applicable extra on finished goods:**	*Bidder to fill all details in attached Annexure-I to ATC*
	a) Present rate of GST payable extra on products (including spares).	*Quoted in Annexure-I to ATC (as applicable)*
	b) HSN (Harmonized System Nomenclature) No.	*Quoted in Annexure-I to ATC*
	c) Confirm compliance to provisions of Goods and Services Tax (GST) as per clause B. (TAX CLAUSES) of Annexure-II of SPC.	*Confirmed*
5.	***Variation in taxes/ Duties:*** *No variation on account of taxes and duties, statutory or otherwise, shall be payable to bidder/Vendor except for the following*	
	a) **GST**: If after the due date of submission of last price bid and upto the contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase/decrease) to/from the Vendor's invoices based on the documentary evidence. Confirm Compliance Any increase in GST after the contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition) shall be to vendor's account. However, any decrease in the rate of GST shall be passed on to Owner. Confirm Compliance	*Noted & Confirmed* *Noted & Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

	b) **Basic Custom Duty & Social welfare surcharge**: If after the due date of submission of last price bid and upto the 2/3rd of contractual delivery period (including extended contractual delivery period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of Basic Customs duty & Social welfare surcharge on materials imported, the variation in such Basic Customs duty & Social welfare surcharge shall be to Owner's account and shall be adjusted (increase/decrease) to/from the vendor's invoices based on the documentary evidence. Confirm Compliance.	*Noted & Confirmed*
	Any increase in Basic Customs duty & Social welfare surcharge on materials imported after the 2/3rd of contractual time for delivery/ extended time for delivery (by owner due to reasons attributable to Owner or due to Force Majeure condition) shall be to vendor's account. Confirm Compliance.	*Noted & Confirmed*
	However, any decrease in the rate of Basic Customs Duty & Social welfare surcharge on materials imported shall be passed on to Owner. Confirm compliance.	*Noted & Confirmed*
	For calculating Statutory Variations ceiling amount of CIF value as declared by the Bidder in price schedule shall only be considered. Confirm compliance.	*Confirmed*
	Statutory variations on IGST (included in quoted prices) in case of imported materials from outside India in vendor's name shall be to vendor account. Confirm compliance.	*Confirmed*
6.	**Spares Parts:** Confirm item wise unit price (FOT Despatch Point) of following spare parts as required in Material Requisition (MR) have been indicated in price schedule with itemised quantity.	*Confirmed*
	a) Mandatory Spares are quoted as per MR.	*Confirmed(if Applicable as per MR)*
	b) Commissioning spares as specified in MR are included in the quoted Price.	*Confirmed(if Applicable as per MR)*
	c) Special Tools & Tackles as specified in the MR are included in the quoted prices.	*Confirmed(if Applicable as per MR)*
	d) Confirm spares wherever required have been included in the quoted price and list of spares is also furnished.	*Confirmed(if Applicable as per MR)*
	e) Recommended Spares for Two Years Operation & Maintenance, as specified in MR have been quoted separately with Price validity of **Two (2) years** from the date of LOA of Main Items/Equipment & List of such spares has been furnished in the Unpriced Bid.	*Confirmed(if Applicable as per MR)*

BIDDER'S SIGNATURE WITH STAMP/SEAL

7.	**Services for Site Work:** For Site Work, if in the scope of the Bidder as per MR, please confirm the following:	*Confirmed*
	a) Confirm that the prices for site work have been quoted in the price schedule.	*Confirmed(if Applicable as per MR)*
	b) Confirm that quoted site work prices are exclusive of GST but inclusive of all other applicable taxes and duties.	*Confirmed(if Applicable as per MR)*
	c) Rate in Percentage (%) of GST as applicable extra on sitework charges.	*Quoted in Annexure-I to ATC*
	d) All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.	*Confirmed*
	e) Site work charges has been quoted in accordance with the **Annexure-VI of SPC** (Terms & Conditions for Installation/Site Work) enclosed with the NIT/RFQ Document.	*Confirmed*
8.	**Service Charges (Lump sum/ Per-diem) for Supervision/ Training/ AMC/ PWAMC/ Hazop /3-D Modeling etc:**	
	a) Per diem rate / lump sum Charges for Services of **Supervision/Training/AMC/PWAMC/ Hazop /3-D Modeling**, if in the scope of the Bidder as per MR have been indicated by bidder separately in the Price Schedule.	***Confirmed, Quoted in Price Schedule***
	b) Confirm that Per diem rate / lumpsum Charges for Services is excluding GST.	*Confirmed*
	c) Percentage of GST as applicable extra on Services.	*Quoted in Annexure-I to ATC*
	d) Per-diem rate/ Lumpsum Charges for Services of Supervision/ Training/ AMC/ PWAMC/ Hazop /3-D Modeling has been quoted in accordance with the **Terms & Conditions stipulated in the** SPC/GPC enclosed with the RFQ document. Confirm Compliance.	*Confirmed*
9.	Confirm documentation charges as per MR are included in quoted prices.	*Confirmed*
10.	**Delayed Delivery:**	
	a) Confirm acceptance of Delayed Delivery clause as specified in GPC & Special Purchase Conditions(SPC)/ Bid Data Sheet(BDS) enclosed in RFQ Document.	*Confirmed*
	b) In case of delay, vendor will reduce the invoice amount by applicable reduction.	*Confirmed*
11.	**Delivery / Completion Period:**	
	a) Confirm acceptance to delivery/completion period as stipulated in NIT/RFQ, BDS, Amendments (as applicable).	*Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

12.	**Payment Terms:**	
	a) Confirm acceptance of "Payment Terms" as per Annexure-I to SPC of RFQ Document.	*Confirmed*
	b) No initial advance payment along with order shall be made by the Owner against supplies as well as services. If a supplier insists on the same, the offer shall be rejected.	*Confirmed*
	c) Payments shall be released after adjustment of Price Reduction Schedule on account of delayed delivery, if any.	*Confirmed*
13.	**Purchase Preference (MSE BIDDERS):**	
	a) Confirm whether the Bidder is a MSE Bidder or not.	***Yes / No*** *(tick √ whichever is applicable)*
	b) Confirm owner of Bidder's organisation belongs to Gen/SC/ST Category.	***Gen / SC / ST***
	c) In case owner of Bidder's organisation belongs to SC/ST, then Bidder to submit SC/ST Certificate as specified in the ITB and it's Appendix duly authenticated as per ITB/IFB/NIT	*Applicable and enclosed / Not applicable*
	d) Confirm whether owner of Bidder's organisation belongs to Women Category.	***Yes / No***
	e) In case owner of Bidder's organisation belongs to Women category then Bidder to submit requisite documents as specified in the ITB and it's Appendix duly authenticated as per ITB/IFB/NIT.	*(tick √ whichever is applicable)* *Applicable and enclosed / Not applicable*
	f) MSME bidders registered under Trade Receivable e-Discounting System (TReDS) shall furnish details of registration with registration No. & date.	*Registration No. _____* *Dated._____*
	Note :- In case the Bidder does not tick mark specifically against 13 (a), (b) & (d) and & does not submit any relevant documentary evidences in their Un-priced Bid it will be assumed that bidder is a Non MSE / Non SC / ST / Non Women & No benefit shall be extended to such bidder to this effect.	
14.	**Purchase Preference (Preference to Make in India)**	
	a) Confirm that the Bidder is Class-I local supplier or Class-II local supplier, as applicable, as specified in Bid Data Sheet.	*Confirmed*
	b) If yes, Bidder confirms to comply with the requirements/ conditions defined in appendix III to ITB.	*Noted & Confirmed*

	c) If yes, Bidder shall also submit required documents (Form-2 & From–3(as applicable), of Appendix III to ITB to support the same.	*Submitted*
	d) Bidder shall furnish the percentage of the local content as per Appendix-III to ITB attached with RFQ document in Unpriced bid.	*Indicated in Form -2/ Form-3 of Appendix III to ITB*

BIDDER'S SIGNATURE WITH STAMP/SEAL

	e) In case bidder does not furnish the above details, no purchase preference linked with Local Content, shall be applicable.	*Noted*
15.	**Part order:**	
	a) Confirm acceptance of Part Order clause as per BDS, SPC, GPC of RFQ Document (if applicable as per MR)	*Confirmed*
	b) Items may be split (wherever applicable) to meet the Public Procurement Policy, 2012 for MSEs (Micro & Small Enterprise) or Purchase Preference (Preference to Make in India) (PPP-MII) issued by Govt. of India. Confirm Acceptance	*Confirmed*
	c) Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	*Confirmed*
16.	**Repeat Order:** Confirm Acceptance of Repeat Order clause as per BDS, SPC, GPC of RFQ Document.	*Confirmed*
17.	**Performance Bank Guarantee:**	
	a. Confirm submission (including MSEs, Public Sector Undertakings and other Government bodies) of CPBG of 10% of the Total Order Value (Supply Plus Site Work, wherever applicable) within 30 days from the date of award, for order values above INR 10 lakhs. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the GPC), with an invocation period of 3 months thereafter, as per respective clause(s) given in SPC.	*Confirmed*
	b. Wherever supervision is included in the scope specified in the MR, bidders shall provide additional BG for an amount equal to the per diem charges for the number of days considered for evaluation over and above10% CPBG, to cover compensation for delay in mobilizing the erection/commissioning personnel. This BG will be released to the bidder upon the erection/ commissioning personnel reporting at site. This BG shall be furnished along with last payment milestone of Supply and shall be valid up to six months which shall be extended based on the request by NRL. Confirm Compliance	*Confirmed*
	c. In case of package contract where scope of the purchase order also involves Post Warrantee Comprehensive Annual Maintenance Contract (PWCAMC),Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annual AMC amount which shall be valid for the entire AMC period plus 2 months claim period. Confirm Compliance	*Confirmed*
	d. The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from a bank as specified in clause 15 of SPC. Confirm Compliance	*Confirmed*
18.	**Guarantee / Warranty:** Confirm acceptance to Guarantee / Warranty clause as mentioned in the GPC/SPC.	*Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

19.	**Firmness of prices** Confirm quoted 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 – II to SPC**	*Confirmed*
20.	**Testing and Inspection charges:**	
	a) Goods and Services shall be subject to stage wise and final inspection by Third Party Inspection (TPI) agency (List of approved TPI agencies are as per SPC). The TPI charges shall be included in quoted prices, and no additional charges shall be paid by Owner.	*Confirmed and included in supply price, if applicable*
	b) Similarly, all built in import content (if applicable) shall also be subject to inspection by TPI agencies, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.	*Confirmed and included in supply price, if applicable*
	c) Inspection of Goods at manufacturer's works within India and raw materials/components sourced within India shall be carried out by NRL approved Third Party Inspection Agency. However, wherever Inspection by EIL is specified as per approved Inspection Test Plan (ITP) enclosed with Material Requisition (MR), the same shall be carried out by EIL without any additional cost to supplier.	*Noted and Confirmed*
	d) Quoted prices are inclusive of all testing and inspection charges (if applicable as per MR).	*Confirmed*
	e) Quoted prices are inclusive of all IBR/IGC/NACE charges (if applicable) as per MR.	*Confirmed*
	f) Quoted prices are inclusive of all statutory certification charges PESO etc. (if applicable as Required in the MR)	*Confirmed*
	g) Is your shop approved by IBR/PESO(Petroleum & Explosive Safety Organisation) [Formerly CCE] authority and has sufficient validity to execute the order/contract, if awarded	*Approved and Valid up to* _____
21.	Built-in import content in the offer **(Tick one whichever is applicable).** **(In case no option is selected, Built-in import content shall be considered to be not applicable)**	☐ *Applicable* ☐ *Not applicable*
	a) If your offer is based on certain imported raw materials required for equipment / materials offered, kindly confirm to the relevant provisions of Import Duties as per **Annexure II** to SPC.	*Confirmed if applicable*

22.	**Validity of Bid:** Confirm Bid validity as stipulated in NIT/RFQ, BDS from the final due date of bid submission.	*Confirmed*
23.	**Compliance to RFQ documents:**	

BIDDER'S SIGNATURE WITH STAMP/SEAL

	a) Confirm your offer is in total compliance with RFQ Document containing technical specifications including General / Technical notes, scope of supply/ services/ site work (as applicable) including documentation as per Material Requisition (MR) and subsequent amendment and corrigendum, if any.	*Confirmed*
	b) Confirm your offer is in total compliance with RFQ document containing commercial terms and conditions as per the following documents, without any deviation: i) Request for Quotation (RFQ) ii) Instructions to Bidders (ITB) iii) Bid Data Sheet (BDS) iv) Special Purchase Conditions (SPC) v) General Purchase Conditions (GPC) vi) Terms & Conditions of Site work / GCC / HSE vii) Integrity Pact & Affidavit. viii) Terms & Conditions for Supervision services/ Training/ Hazop/ AMC/ PWAMC/ PGTR/ 3-D Modeling etc (as applicable to MR) ix) Any other document enclosed with RFQ.	i) *Confirmed* ii) *Confirmed* iii) *Confirmed* iv) *Confirmed* v) *Confirmed* vi) *Confirmed(if applicable)* vii) *Confirmed(if applicable)* viii) *Confirmed(if applicable)* ix) *Confirmed(if applicable)*
	c) Any deviation to Terms & Conditions may lead to rejection of offer, except deviations for which loading is defined in the RFQ Document.	*Confirmed*
24.	a) In case of NIT/IFB/Open Enquiry, Owner/EIL reserves the right to verify the credentials of the evaluated L1 bidder. The document submitted by the L1 bidder/ Supplier towards their prequalification as per "Bidder Qualification" of NIT/IFB shall be verified by EIL from the document issuing authority through e-mail/letter or visit. Bidder shall provide complete assistance towards the same. It shall also be the responsibility of the bidder to assist Owner/EIL in carrying out this exercise. Confirm Compliance.	*Confirmed*
	b) Bidder shall ensure that they shall submit those executed works meeting the qualification criteria for which they can arrange such verification from their respective clients as per relevant provision(s) of IFB/NIT/RFQ. Confirm Compliance.	*Confirmed*
25.	Please confirm your offer contains the following:	
	a) **UNPRICED OFFER**- without any Deviations	*Confirmed*
	b) **PRICED OFFER**-Duly filled Price Schedule of RFQ with relevant annexure. (Without any deviation, clarification, assumption etc.)	*Confirmed*
26.	Confirm you have submitted duly signed and stamped Integrity Pact & Affidavit format (if applicable as per RFQ) along with unpriced Bid.	*Confirmed*

27.	Confirm that you have quoted strictly for items based on your registration/approval with EIL as on the date of issue of RFQ (if applicable & if enquiry is issued to EIL enlisted Suppliers).	*Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

28.	We understand that RFQ Document is not exhaustive. In case any activity though specifically not covered in description of Price Schedule but is required to complete the work as per MR, GPC, SPC, or any other part of RFQ document, the quoted price will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. We confirm to perform for fulfilment of the order and completeness of the supplies in all respect within the scheduled time frame and quoted price.	*Confirmed*
29.	Bidder to quote as per the requirements and terms and conditions of the RFQ Document including all the enclosures and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the Bidder's offer unless any amendment to RFQ Document is issued by OWNER/ EIL seeking price implication. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by Bidder are not accepted by OWNER/EIL and are required to be withdrawn by Bidder in favor of meeting the requirements and complying to the terms and conditions of the RFQ Document. Any unsolicited proposed price change by the Bidder is likely to render the Bidder's offer liable for rejection. Confirm compliance.	*Confirmed*
30.	Bidder to confirm compliance to Domestically Manufactured Iron & Steel Policy as per Govt of India Notification No. Extraordinary part-II 385 (E) dated 29.05.2019 and it's amendment vide Gazette notification no S-13026/1/2020-IDD dated 31.12.2020.	*Confirmed*
31.	Printed terms and conditions of the bidder, if any, appearing in offer, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above in this ATC shall prevail.	*Confirmed*

BIDDER'S SIGNATURE WITH STAMP/SEAL

(FORM-C)

COMPLIANCE TO BID REQUIREMENT

(TO BE SUBMITTED ON THE LETTERHEAD OF THE BIDDER)

NAME OF BIDDER : _____

RFQ DOCUMENT NO :_____

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.

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

**

For and on behalf of
Authorised signatory
(Name and Signature of Authorised signatory)
Date:

* Here fill in the name of bidder.

** The Letter of Waiver must be signed by the person (s) authorized to sign.

(FORM-E)

AFFIDAVIT TO INTEGRITY PACT
(FORMAT OF AFFIDAVIT)

[To be submitted on Indian Non-Judicial Stamp Paper as per Indian Stamp Act, 1899 with Minimum of INR 100/- by Indian Bidders, OR, as per applicable Laws in Bidder's Country in case of Foreign Bidder as on the date of Affidavit]

Bidding Document No:
Name of Item :
Name of the Project :
Name of the Owner : Numaligarh Refinery Limited (NRL)

I, _____<Insert Full Name>, S/o/D/o of _____<Insert Father's Name>, working as_____ <Insert present Designation> in the Company/Firm _____ <Insert full name of Company>, having its registered office at _____ <Insert full address of Company with Country Name> and working Office address at _____ <Insert full working office address with Country Name, in case different from registered office >, do hereby faithfully affirm and certify as under:

1) That I am authorized representative and signatory of the above referred Company.

2) That the Bidding Entity is not involved in any case of transgression in terms of Integrity Pact submitted for above referred Enquiry Document.

3) I depose accordingly.

SIGNATURE OF DEPONENT

VERIFICATION

I, _____ <the deponent named above>, do hereby verify that the factual contents of this Affidavit are true and correct. No part of it is false and nothing material has been concealed there from.
Verified at _____on this _____day of _____20____.

SIGNATURE OF DEPONENT

(FORM-F)

SAMPLE FORMAT FOR POWER OF ATTORNEY (POA)

[To be submitted on Indian Non-Judicial Stamp Paper as per Indian Stamp Act, 1899 with Minimum of INR 100/- by Indian Bidders, OR, as per applicable Laws in Bidder's Country in case of Foreign Bidder as on the date of Affidavit]

Bidding Document No:

Name of Work/Item:

I, Mr./Mrs./Miss _____ <Insert Full Name>, S/o/D/o of Mr._____ <Insert Father's Name>, working as _____ _____ <Insert present Designation> in the Company/Firm _____ _____ <Insert full name of Company/Firm>, having its registered office at _____ <Insert full address of Company with Country Name> and working Office address at _____ _____ <Insert full working office address with Country Name, in case different from registered office>, do hereby constitute, appoint and authorize Mr./Mrs./Miss_____(Name and residential address), S/o/D/o Mr._____ <Insert Father's Name>, working as _____ <Insert present Designation> in the Company/Firm and whose signature is attested below as the Attorney of the Company/ Firm 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 our Bid for the subject Enquiry Document, including but not limited to the signing and submission of application / proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with EIL/OWNER or any person, in connection with the works, without any prejudice, limitations and exceptions.

This POA shall be valid till the completion of the entire Bidding process, and in case the Order is awarded to our Company, till the complete discharge of all the contractual obligations and execution of the Works/Orders or till Completion Certificate (unconditional) is issued by the OWNER or till the settlement of all disputes, if any, whichever is later, unless otherwise replaced with Separate Power of Attorney in due course, in which case all responsibilities, obligations and liabilities with respect to this POA shall be construed to be seamlessly transferred to the newly appointed POA Holder.

For & on behalf of
<Name of Bidder>

_____
Signature of person in whose favour POA is issued
Name:
Designation:
Date:
Signature attested and Accepted
_____ (signature)
(Name, Title and Address) of the Attorney
Designation:
Date & Seal
Note
Wherever required, the executant(s) should submit for verification the extract of the charter documents and/or documents such as board of resolution passed for this purpose (in case of company) in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

(FORM G)

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)	**RTGS/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 Authorized person(s) of Bidder)

Official 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 Authorized Official of the Bank
Bank's Stamp

BIDDER TO ENSURE SUBMISSION OF CANCELLED CHEQUE WITH THIS MANDATE FORM

Signature Not Verified
Digitally signed by ARNAB MONDAL
Date: 2026.05.07 16:06:26 IST
Location: eProcure-EPROC