BIDDING DOCUMENT FOR

MISCELLANEOUS CIVIL AND STRUCTURAL WORKS FOR TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA

(BIDDING DOCUMENT NO. B889-000-81-46-CF-T-8202-0)

PROJECT : TNT PLANT, HEF, KHADKI, PUNE

OWNER : MUNITIONS INDIA LIMITED (MIL)

JOB NO. : B889

PREPARED & ISSUED BY:

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)

ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

HAR KAAM DESH KE NAAM

HAR KAAM DESH KE NAAM

PART-I OF III : COMMERCIAL PART

PART-II OF III : PRICED PART

PART–III OF III : TECHNICAL PART

BIDDING DOCUMENT

FOR

MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

(BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0)

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

PART-I OF III : COMMERCIAL PART

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इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
एक नवरत्न कम्पनी
ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)
A Navratna Company
इंजीनियर्स इंडिया लिमिटेड
High Explosives Factory, Unit of Munitions India Limited, Near Holkar Bridge,
Caldicott Road, Khadki, Pune, Maharashtra - 411003
फोन नं./Phone No. 020-25322338 E-Mail: eilhefpune@eil.co.in

LETTER INVITING BID (LIB)
FOR
MISCELLANEOUS CIVIL AND STRUCTURAL WORKS FOR TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA

(BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0)

(LIMITED DOMESTIC COMPETITIVE BIDDING)

This limited invitation for e-bid is open only to BIDDERS to whom this LIB is issued.

M/s
……..
……..
……..

SUBJECT: MISCELLANEOUS CIVIL AND STRUCTURAL WORKS FOR TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA
(BIDDING DOCUMENT NO. B889-000-81-46-CF-T-8202-0)

Dear Sir(s)

1 **Engineers India Ltd. (EIL) has the pleasure of inviting you to submit sealed e-bids under two-bid system for the subject work for carrying out the subject work. Bidding Documents is available on EIL e-tendering website https://eprocure.gov.in/eprocure/app.**

M/s Munitions India Limited (Owner/Client) intends to build TNT Plant at High Explosive Factory at Khadki, Pune on Open Book Estimate (OBE) Basis.

M/s Engineers India Limited (EIL) has been engaged by the Client as the Executing Agency for this Project.

E-bids, under Single Stage Two envelopes bid system, for the "**MISCELLANEOUS CIVIL AND STRUCTURAL WORKS FOR TNT PLANT (HEF)**" under the Bidding Document (hereinafter for the purpose of these instructions shall be collectively referred to as the "work"), are invited on Domestic Competitive Bidding basis from experienced and competent agencies with sound technical and financial capabilities.

Bidders are required to submit their bids online only through e-tendering portal https://eprocure.gov.in/eprocure/app in accordance with the instructions and terms & conditions enclosed with instruction to Bidders.

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 2337315.

2 BRIEF SCOPE OF WORK:

The scope of work under this contract shall include in general, but not limited to relevant Miscellaneous Civil & Structural Works all complete in strict conformity with the data sheets, standards, specifications, drawings and the directions of Engineer-In-charge, as per the detailed scope of work, schedule of rates, specifications, standards, drawings included in the Tender Document and the directions of Engineer-in-charge. For complete and detailed Scope of Works & Supply, refer Technical Part of Bidding Document.

3. DURATION OF ONTRACT:

The duration of this contract shall be **Seven (07) MONTHS** to be reckoned from the date of Letter of Intent (LOI)/Letter of Acceptance (LOA)/Fax of Acceptance (FOA).

4. THE SALIENT FEATURES OF THE BIDDING DOCUMENTS ARE AS FOLLOWS:

a)	Bid Security / Earnest Money Deposit	:	INR 17,29,400/- (Indian Rupees Seventeen Lakh Twenty-Nine Thousand Four Hundred Only).
b)	Bidding Document available on Web-site	:	From 09.05.2026 to 25.05.2026
c)	Last Date and time of submission of Bids	:	Up to 1200 Hrs. on 25.05.2026
e)	Pre-bid meeting	:	**PRE-BID MEETING - MISCELLANEOUS CIVIL AND STRUCTURAL WORKS FOR TNT PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA Time: Thu, May 18, 2026 11:00 AM (Asia/Kolkata); Duration: 2 hrs** **Meeting link:** **https://meet.mgovcloud.in/YGBxEoJ0Wj** **Meeting ID: 1846345236; Password: r7QtHi**
f)	Last date for pre-bid queries	:	15.05.2026
g)	Opening of Techno-commercial (Unpriced) Bids	:	1400 Hrs. on 26.05.2026
h)	Cost of Bidding Document (Non-Refundable)	:	Not applicable
i)	Opening of Priced Bids	:	The date & time to be intimated later
j)	Site Location for Site Visit Or Pre-Bid Meeting	:	**Mr. Nikhil Datir** Resident Construction Manager EIL, OBE Site- High Explosive Factory, Khadki, Pune,Maharashtra. Pin-411003 Phone No. 020-25322338 Mob. 9444811560 Email.: nikhil.datir@eil.co.in; eilhefpune@eil.co.in
k)	Place of Submission EMD/Bid		**Mr. Nikhil Datir** Resident Construction Manager EIL, OBE Site- High Explosive Factory, Khadki, Pune,Maharashtra. Pin-411003 Phone No. 020-25322338 Mob. 9444811560 Email.: nikhil.datir@eil.co.in; eilhefpune@eil.co.in

5 e-TENDERING:

5.1 E-Bids are required to be submitted through Government of India's Central Public Procurement portal http://eprocure.gov.in/eprocure/app only, on or before the Bid-Submission Date & Time. In order to perform e-procurement activities, the bidders are required to enroll/register themselves at http://eprocure.gov.in/eprocure/app. No enrollment/registration fee would be charged from the bidders for the same.

5.2 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 enquiry is being issued on Central Public Procurement Portal and link to download the enquiry on EIL Tender Portal. The enquiry shall be issued to the bidders on the NIC e-Procurement Portal as soon as their registration is completed in the NIC Portal (http://eprocure.gov.in/eprocure/app).

5.3 All those vendors who have still not registered on the NIC Portal are required to register on the same (immediately after issue of enquiry on EIL portal but not later than 3 days before the bid due date) for facilitating issue of enquiry to them on the NIC Portal failing which it will not be possible for them to upload their bids. Pursuant to registration, the vendors are also required to login in EIL tender portal and update NIC's registration details and inform the undersigned regarding the same for the subject enquiry.

5.4 In any case, the enquiry shall be issued on NIC portal to NIC registered vendors about 3 days before the bid due date. Therefore, 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.

5.5 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.

5.6 In future, EIL shall be issuing all enquiries through NIC Portal alone and bidders who do not register with NIC Portal may not be able to submit their bids. Therefore, it is in the interest of the bidders that they register on the NIC Portal at the earliest.

5.7 The vendor registration on NIC Portal is a very user-friendly process. However, in case of any doubt, the vendor may contact the undersigned.

5.8 No Manual Bids/Offers shall be permitted. The offers submitted through the designated e-tendering system shall only be considered for evaluation & ordering. Bids submitted in physical form or sent in any other form such as through Telex/Telegraphic/ Fax/E-Mail /Computer floppy/ CD/DVD/Pen Drive etc. shall not be accepted.

Bidders to please refer Annexure – I to Instructions to Bidders for E- Tendering enclosed with the Bidding Document.

6 INTEGRITY PACT:

6.1 In Part-I (Unpriced Techno-Commercial Part) of the Bid, bidder shall submit, the scanned copy of the Integrity Pact duly signed and stamped in token of compliance.

6.2 The detail of Independent External Monitors (IEMs), appointed by EIL, in terms of Integrity Pact (IP) is specified in the BDS. Details are also available on website https://tenders.eil.co.in/newtenders/Integrity_Pact.

6.3 Integrity Pact shall be signed by the authorized signatory of the bidder. However, in case of Proprietorship firm IP may be signed by the Proprietor and in case of Partnership firm, IP shall be signed by at least two authorized Partners of the firm unless otherwise specified in the IP format.

6.4 Non-submission of Integrity Pact in the bid shall be a ground of disqualification. However, in case of

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

7 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):

7.1 Bids must be accompanied with Earnest Money Deposit / Bid Security as mentioned in the **Clause 4.0 of LIB** above. Bids not accompanied with requisite Earnest Money deposit /Bid Security (or authenticated exemption certificate, wherever applicable) shall be considered as non-responsive and such Bids shall be summarily rejected.

EMD/ Bid Security shall be in favour of **Engineers India Limited** in the form of

- Crossed demand draft payable at Pune or
- Non-revocable Bank Guarantee on non-judicial stamp paper of value not less than INR 100/- and in the prescribed proforma enclosed under bidding forms , through an "Indian Scheduled Public Sector or Scheduled Private Sector or Indian branch of Scheduled Foreign Banks as per RBI's List of Scheduled Commercial Banks (SCBs) or
- Through Net banking or
- Fixed Deposit Receipts (FDRs) along with a Fixed Deposit Confirmation Letter by Bank in the prescribed proforma enclosed under bidding forms.
- Unconditional & Irrevocable Insurance Surety Bond. [As per Form-N3 of Bidding Forms]

Bid Security shall be valid for 02 (two) months beyond the original bid validity as specified in the bidding document. However, in case of extension in original bid validity by more than 15 days, the bid security validity shall also be extended accordingly.

Bid Security shall be only in INR.

7.2 Central Public Sector Undertakings / Enterprises (CPSU / CPSE) shall not be required to submit Bid Security. CPSU / CPSE shall submit declaration to this effect that being CPSU/ CPSE they are exempted from submitting Bid Security.

7.3 Start-ups are exempted from submission of Bid Security.

7.4 Micro or Small Enterprises (MSEs) bidders are required to submit Bid Security in line with clause mentioned above. There will be no exemption of submission of Bid Security for MSE bidders.

7.5 Scanned copy of EMD shall be uploaded in designated place in the above-mentioned Govt. of India CPP Portal. Swift message/Cheque/Cash shall not be acceptable. In case, bidder fails to upload scanned copy of EMD on CPP Portal by the bid due date & time, such bid shall not be considered for evaluation.

7.6 EMD/ Bid Security (submitted through Demand Draft/ Bank Guarantee/ Fixed Deposit Receipts), in addition to uploading on the above-mentioned Govt. of India CPP Portal along with the bid, shall also be submitted in Original physical form before the final extended bid due date and time. In case the EMD/ Bid Security in original physical form does not reach EIL-Pune site office within final extended bid due date and time, bidder’s offer shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid Security was earlier uploaded by the bidder on the CPP portal.

7.7 In case EMD/ Bid Security is submitted through net banking, submission of Original physical form of EMD/ Bid Security within the bid due date shall not be required. However, transaction details/ proof of submission of EMD/ Bid Security through net banking shall be uploaded in designated place in the above-mentioned Govt. of India CPP Portal

7.8 Bidder can also submit Unconditional & Irrevocable Insurance Surety Bond in lieu of EMD/Bid Security from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI) valid upto a period of 2 (Two) Months beyond bid validity. Bid Security submitted in the form of Insurance Surety bond, same shall be in Indian Rupees only.

7.9 In addition to Insurance Surety Bond bidder shall also submit accompanying policy document.

7.10 Bank details for the purpose of submitting EMD/Bid Security through Net banking is as below:

Name: Engineers India Limited
Current A/c No. 35776275270
Bank: State Bank of India
Branch: Mehrauli Road, M.G. Road, Gurugram, Haryana-122001
IFSC/RTGS Code: SBIN0001565
MICR CODE: 110002190

7.11 Apart from hard copy submission of BGs, bank guarantee issued towards EMD/CPBG/~~ABG~~ etc, it shall be preferred that same is also routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and Verification. The information/message (as per SFMS platform) shall be sent by BG issuing bank branch to EIL's Banker as per details below:

Name	Engineers India Limited
Address of EIL	1, Bhikaji Cama Place, RK Puram, New Delhi- 110066
e-Mail Address	billing@eil.co.in
PAN	AAACE5318C
Name of Bank	State Bank of India CAG Branch-II, 4th and 5th Floor Redfort Capital Parsvanath Towers Bhai Veer Singh Marg Gole Market, New Delhi-110001 Tel: 011-23475562/5569 Fax: 011-23475580
Branch Code	17313
Current Account Number	10813604212
IFSC Code	SBIN0017313
MICR Code	110002562
SWIFT Code (for USD)	SBININBB824

8 GENERAL:

8.1 Bidder should not be on Holiday / Negative list of EIL/MIL.

8.2 Bidder shall not be under liquidation, court receivership or similar proceedings.

8.3 The bidders who are on Holiday/ Negative list/ Suspension/ Banning List of Owner / EIL 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.

8.4 EIL reserve the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance etc.

8.5 The complete Bidding Document is available on Govt. of India e-procurement/e-tender website: http://eprocure.gov.in/eprocure/app. Bidders are required to submit their bid through Government of India's e-Procurement/ e-tendering system http://eprocure.gov.in/eprocure/app only.

8.6 Corrigenda/Addenda, if any, shall also be available on the above-mentioned web sites. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail.

8.7 Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

8.8 Time and date of opening of Price Bids shall be notified to the acceptable Bidders at a later date.

8.9 EIL shall not be responsible for any expense incurred by Bidders in connection with the preparation & delivery of their Bids, site visit, participating in the discussion and other expenses incurred during the bidding process.

8.10 Purchase Preference to Central Public Sector Undertakings shall be allowed as per existing Government Policy.

8.11 EIL reserves the right to reject any or all the Bids received at its discretion and to annul the bidding process at any time without assigning any reason whatsoever.

8.12 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their bid.

8.13 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.

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

8.15 Clarification, if any, can be obtained from RCM through Telephone – 9444811560 Email – *nikhil.datir@eil.co.in*; *eilhefpune@eil.co.in*

8.16 Queries / Clarifications relating to the CPP portal / online bid submission process can be obtained from the 24 X 7 CPP Portal helpdesk at Contact No. 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973 and E-mail: *support.nic@eil.co.in*

8.17 Please acknowledge receipt of this letter along with all enclosures within 03 days of receipt and confirm that you will submit your bid on or before the due date. In case you decide not to participate in this bidding system, please submit your regret online at the earliest along with reasons of non-participation in the bidding process. In case there is no response, names of such bidders may be removed from the bidders list.

RESIDENT CONSTRUCTION MANAGER (RCM), EIL
TNT PLANT AT HIGH EXPLOSIVES FACTORY
(HEF) OF MUNITIONS INDIA LIMITED (MIL)
KHADKI, PUNE, MAHARASHTRA

ACKNOWLEDGEMENT CUM CONSENT LETTER

To

RCM
Engineers India Ltd.
TNT Project, High Explosive Factory,
Khadki, Pune,Maharashtra. Pin-411003
e-mail id : nikhil.datir@eil.co.in ; eilhefpune@eil.co.in

ATTN	**:**	**Mr. NIKHIL DATIR, RCM**
NAME OF WORK	**:**	**MISCELLANEOUS CIVIL AND STRUCTURAL WORKS FOR TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA**
BIDDING DOCUMENT NO.	**:**	**B889-000-81-46-CF-T-8202-0**

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Document along with enclosures for subject works, downloaded from website as per the Master Index for our use in preparing the Bid.

We undertake that the contents of the above Bidding Document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A. We intend to bid as requested for the subject works and furnish following details with respect to quoting offer:

i. POSTAL ADDRESS : _____

_____

_____

ii. TELEPHONE NUMBER : _____

iii. TELEFAX NUMBER : _____

iv. CONTACT PERSON : _____

v. E-MAIL ADDRESS : _____

vi. MOBILE NO.OF BIDDER : _____

B. Contact person at CHENNAI, if any:

i. POSTAL ADDRESS : _____

ii.	TELEPHONE NUMBER	:	
iii.	TELEFAX NUMBER	:	
iv.	CONTACT PERSON	:	
v.	E-MAIL ADDRESS	:	
vi.	MOBILE NO.OF BIDDER	:	

C. We are unable to bid for the reasons given below and we are returning back the entire set of Bidding Documents.

Reasons for non-submission of Bid:

AGENCY'S NAME :_____ SIGNATURE : ____

NAME :_____ DESIGNATION :_____ DATE : ____

NOTE: Bidder is requested to furnish the details mentioned at A and B or C immediately after receipt of Bidding Document.

(SIGNATURE OF BIDDER)

INSTRUCTIONS TO BIDDER

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5. **ANNEXURE-V:** PUBLIC PROCUREMENT POLICY ,2012 (MSE)

A GENERAL

1.0 SCOPE OF BID

1.1 In connection with the Invitation for Bids/ Letter Inviting Bid, Engineers India Limited invites e-Bid(s), under single stage two bid system, for the entire scope covered under the Bidding Document [hereinafter for the purpose of these instructions collectively referred to as the "WORKS" as specified in Bid Data Sheet (BDS)]

1.2 Throughout the Bidding Document:

(a) EIL means Engineers India Limited, a company incorporated under the Companies Act, 1956 having its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi-110066 (INDIA).

(b) CLIENT/ OWNER: Client/ Owner means Project Owner i.e., "Munitions India Limited (MIL), 2nd Floor Nyati Unitree, Nagar Road, Yerwada, Pune, Maharashtra, India. Pin-411006, India" as mentioned in Bidding Document.

(c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(d) "day" means calendar day.

(e) The words "un-incorporated Joint Venture (JV)" and "Consortium" have the same meaning.

(f) Throughout this Bidding Document, E-Tendering website means Government of India Central Public Procurement (CPP) Portal; https://eprocure.gov.in/eprocure/app [Refer BDS].

(g) Throughout this Bidding Document unless mentioned otherwise, the term 'Bid Due Date' shall mean the 'Final Bid Due Date'.

2.0 CORRUPT AND FRAUDULENT PRACTICES

2.1 EIL requires compliance with its policy in regard to corrupt and fraudulent practices as per the provisions set forth in General Conditions of Contract (GCC).

2.2 EIL will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practises in competing for the contract in question.

3.0 ELIGIBLE BIDDERS

3.1 An Eligible bidder may be a firm or a company, who, have been issued the Bidding Document on Limited Competitive Basis or a bidder meeting the BQC criteria as per Invitation for Bids (IFB) on Open Competitive basis. (Refer BDS for type of bidding and other criteria w.r.t. eligible Bidder, if any, as defined therein.)

3.2 A bidder who is on Black-listing / Holiday Listing /Suspension / Banning List/ Negative List of EIL/Owner or debarred and/ or disqualified by GeM (if Tender published through GeM Portal) 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, as the case may be. Further, in case of a consortium, if any of the member(s) of consortium is on Black-listing / Holiday Listing /Suspension / Banning List/ Negative List of EIL/ Owner or debarred and/ or disqualified by GeM (if Tender published through GeM Portal) on due date of submission of bid / during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award. Bidder should be not under Liquidation, Court receivership or similar proceedings.

3.3 Similarly, if a bidder is seeking qualification based on engaging a sub-contractor / sub-vendor who meets stipulated qualification criteria (in case allowed as per IFB) and such a subcontractor is on Black-listing / Holiday Listing /Suspension / Banning List/ Negative List of EIL / Owner or debarred and/ or disqualified by GeM (if Tender published through GeM Portal) on due date of submission of bid / during the process of evaluation of the bids, the offer of such bidder shall not be considered for bid opening/evaluation /award, as the case may be.

3.4 If a Bidder / member of the consortium (as per Clause No. 3.2 above) / proposed subcontractor or sub-vendor (as per Clause No. 3.3 above), is placed on Black-listing / Holiday Listing /Suspension / Banning List/ Negative List after opening of price bid and such Bidder / Consortium happens to be the lowest bidder the next lowest bidder shall be considered as L1. Further, in case Bidder / Consortium happens to be the lowest bidder (L1) but is suspended / debarred on GeM portal, evaluation and awarding shall be as per GeM Incident Management Policy, incase the tender published on the GeM Portal.

3.5 Bidder/ member(s) of consortium should be not under Liquidation, Court receivership or similar proceedings. Bidder/ member(s) of consortium to submit self-certificate in this regard.

3.6 In case Bidder(s) affirms that present litigations/ arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmation as above, their bids shall be rejected. Bidder to submit self-declaration **(Form-G).**

3.7 **Department of Expenditure (Ministry of Finance) of Government of India through OMs no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 (Public procurement no. 1, 2 & 3) has issued the guidelines regarding procurement from bidders from a country or countries sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in/procurement-policy-divisions). In view of the above, Bidder to submit signed and stamped copy duly filled Form-I A and Form-I B (on Company's Letterhead) attached with Annexure-II to ITB for compliance.**

3.8 **Ministry of Petroleum & Natural Gas (MoPNG) vide File no. FP-20013/2/2017-FP-PNGPart(4)(E-41432) dated 26.04.2022, have issued a directive that Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG, Joint Ventures that have 51% of more equity by one or more Public Sector Undertakings under MoP&NG. Copy of the notifications is available on MoPNG website.**

Under this policy, buyer reserves the right to allow Suppliers or Service providers in a tender and purchase preference as admissible under the prevailing policy, subject to complying with the requirements/ conditions defined herein and submitting documents required to support the same. Refer Annexure-II to ITB for details. [Refer BDS for applicability]

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

Bidder's conflict of interest as Consultant of Owner:

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

Bidder's conflict of interest with other bidders:

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

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

a) they have controlling partner (s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) In cases of agents, quoting on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

    1. The principal manufacturer directly or through one agent on his behalf; and
    2. Agent on behalf of only one principal

f) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
g) In case of a holding company having more than one independently manufacturing units, or more than one units having common business ownership/management, only one units 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.

B CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

4.1 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with ITB 6.0.

- ~~Invitation for Bid (IFB)/~~ Letter Inviting Bid (LIB).
- Instructions to Bidders and its attachments.
- Bid Data Sheet
- Bidding Forms
- General Conditions of Contract (GCC).
- Special Conditions of Contract (SCC) and its Annexure.
- Schedule of Rates (SOR)/ Schedule of Prices (SOP).
- Technical Specifications / Standards.
- Drawings, if any

4.2 Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of EIL immediately and prior to submission of Bid.

4.3 Bidding document once issued in case of limited competitive bidding is non-transferable. However, in case of Open Competitive Bidding, since the Bidding Document is available for free downloading on the portal, any bidder may submit the Bid and the same shall be evaluated in line with the provisions of the Bidding Document.

5.0 CLARIFICATION OF BIDDING DOCUMENT, PRE-BID MEETING & SITE VISIT

5.1 Bidder's authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue specified in IFB/ LIB. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

5.2 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to concerned persons specified in BDS, to enable EIL to prepare replies to the queries in the same format expeditiously. The bidders shall strictly submit their queries within cut-off date after which, EIL/Owner shall reserve the right not to entertain any queries.

Bidder shall submit their queries only through NIC CPP portal strictly on or before cut-off date mentioned in IFB/LIB/CPP portal after which, EIL shall reserve the right not to entertain any queries. Queries sent through e-mails by any bidder shall not be given any cognizance.

5.3 The bidders are required to participate in the pre-bid meeting after going through the entire Bidding Document along with BQC. Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC. In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.

5.4 Replies to the pre-bid queries will be uploaded in NIC portal https://eprocure.gov.in/eprocure/app as expeditiously as possible. After pre-bid meeting, no further queries will be entertained from the bidders. The response of EIL shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

5.5 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.

5.6 Based on the pre-bid discussions, no-deviation form/techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying with Bidding Document requirements and EIL shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.

Owner reserves the right to raise Technical/ Commercial queries (TQ/CQ). Technical/ Commercial queries (TQ/CQ) shall not be issued once the bid have been opened. However, wherever CQ/ TQ are unavoidable, the same shall be raised only once and the cut-off date given for CQ/ TQ replies shall be adhered to. CQ/ TQs shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/ TQ replies through any other mode (e-mail, physical form) shall not be accepted. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

5.7 Bidder is advised to visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into

a contract for execution of the Works. All costs towards the same including the cost of visiting the Site shall be at the bidder's own expense.

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

6.0 AMENDMENT OF BIDDING DOCUMENT

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

6.2 Any addendum issued shall be part of the Bidding Documents and shall be uploaded on NIC portal https://eprocure.gov.in/eprocure/app.

6.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, EIL may extend the deadline for the submission of bids, pursuant to Clause 22.3 of ITB.

6.4 EIL may also for any reason issue amendment subsequent to receiving the bids. Any amendment thus issued shall become part of Bidding Document. Bidder shall follow the instructions issued along with Amendment with regard to submission of impact on quoted price / revised price, if any.

7.0 ACKNOWLEDGEMENT & CONFIRMATION

7.1 Within 3 days of downloading of Bidding Document, bidder shall acknowledge and confirm his intention to bid for the tendered work on email ID: eilhefpune@eil.co.in.

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

C PREPARATION OF BIDS

8.0 COST OF BIDDING

8.1 Bidder shall bear all costs associated with the preparation and submission of their Bid, and EIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9.0 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 In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by local Chamber of Commerce of bidder's country. In absence of requisite document(s), EIL reserves the right to reject the bid without making any reference to the Bidder.

10.0 DOCUMENTS COMPRISING THE BID

Electronic Bids (e-bid) in two parts i.e. PART-I (Earnest Money Deposit (EMD)/Bid Security and Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

10.1 PART - I - Earnest Money Deposit (EMD)/Bid Security and Techno-Commercial / Unpriced Bid

(a) Scanned copy of Bid Security (In case of exemption, ~~MSE certificate~~ / declaration from CPSU/ CPSE Or Start-Ups as per the requirement of LIB) as per Clause No. 10.2 of ITB (to be uploaded in "EMD FEE FOLDER" in e-tendering portal).

(b) Offer Covering letter (in bidder's letter head).

(c) Master Index of the Bidding Document and Amendment/addendum (if any) duly signed and stamped by the bidder in token of having read all parts of the Bidding Document and having accepted and considered the same in preparing and submitting the Bid;

~~(d) Scanned copy of certified documents towards proof of meeting Bidder Qualification Criteria~~

(e) Scanned Copy of Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder in line with clause **20.0 of ITB**.

(f) Form of Bid as per **FORM-A** & Information about bidder in accordance with **Form-B** provided in Bidding Forms;

~~(g) Past experience along with details and supporting documentation as called for in the Bidder qualification criteria (BQC) as per **FORM-D**~~

(h) Compliance to Bid requirement as per **FORM-E**

(i) Details of PF & ESI Registration as per **FORM-F (1)** or undertaking as per **FORM-F (2)** of bidding forms, as applicable.

(j) Self-Declaration regarding not under Liquidation, Court receivership or similar proceedings, Current Litigation/ Arbitration and Black listing/ Holiday listing as per **FORM-G**

(k) Checklist for submission of bid as per **FORM-H**

(l) Bank Mandate form as per **FORM-I** along with cancelled cheque duly signed and stamped with the Banker's certification

~~(m) Financial details as per **FORM-M**~~

(n) Integrity Pact along with undertaking w.r.t Integrity Pact (**FORM-T** of bidding forms) in accordance with **Clause No.11.0 of ITB**.

~~(o) Complete Audited Annual Financial Year Report including Auditor's Report, Balance Sheet, Profit & Loss Account Statement and all other schedules for the preceding three financial years (or) duly filled, Signed and Stamped **Annexure – IA/IB from CA.**~~

(p) Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.

Organization details

- 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

(q) Signed & stamped copy of Un-priced Schedule of Price (SOP) with "QUOTED" written in place of filled values and signed & stamped of Schedule of Rates/Prices (Detailed SOR).

(r) ~~In addition to above, if bidder is MSE, bidder shall also submit the following:~~

~~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 submit the Udyam Registration Certificate or any other document permitted by GOI.~~

~~**If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible in the Public Procurement Policy, 2012 & its amendments. The benefits of MSE Policy shall not be applicable for the traders/ dealers/Distributors/ Stockiest/ Wholesalers.**~~

(s) Signed & stamped copy of list of min. Manpower & min. equipment, Time Schedule as per Annexures to SCC.

(t) any other document **required as per bidding document, Technical Specifications.**

Note: The above shall be uploaded in "**FEE/ PREQUAL/ TECHNICAL"** folder in e-tendering portal.

10.1.1 SUBMISSION OF PHYSICAL DOCUMENTS (BID SECURITY / DOCUMENTATION AGAINST BQC)

10.1.2 The following documents shall be submitted in original on or before the due date and time for submission of Bid, mentioned in the BDS or any extension thereof as duly notified in writing by EIL, at the address mentioned in BDS:

i) Bid Security as per ITB ~~(In case of exemption, MSE certificate as per the requirement of ITB).~~

10.2 PART-II (Priced Bid)

(a) Schedule of Prices/ Schedule of Rates with percentage increase/decrease duly filled in the Form SP-0 (Summary of Prices) in accordance with instructions provided in Preamble to Schedule of Rates/Prices, in e-tendering portal, without making any changes in the format/names of the file/worksheet.

(b) Deviations to terms and conditions, presumptions, overwriting etc shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected

a. and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

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

11.0 INTEGRITY PACT:

11.1 In Part-I (Unpriced Techno-Commercial Part) of the Bid, bidder shall submit, the scanned copy of the Integrity Pact duly signed and stamped in token of compliance.

11.2 The detail of Independent External Monitors (IEMs), appointed by EIL, in terms of Integrity Pact (IP) is specified in the BDS. Details are also available on website https://tenders.eil.co.in/newtenders/Integrity_Pact.

11.3 Integrity Pact shall be signed by the authorised signatory of the bidder. However, in case of Proprietorship firm IP may be signed by the Proprietor and in case of Partnership firm, IP shall be signed by at least two authorized Partners of the firm unless otherwise specified in the IP format.

In case of consortium bids (if permitted in BDS/IFB/NIT), Integrity Pact shall be submitted by all consortium members. Also, IP shall be submitted by all the members of Consortium. Non-submission of Integrity Pact in the bid by any of the consortium member shall be a ground of disqualification. In case of non-submission of Integrity Pact in the bid by any of consortium member, no opportunity shall be given in the TQ/CQ to submit the IP, even though CQs/TQs are being issued to other bidders.

11.4 In case of Sub-Contracting, the Principal Contractor shall be solely responsible for adherence to the provisions of Integrity pact. The Integrity Pact and Affidavit of transgression shall be submitted by the Principal Contractor only. The bidder in addition to submitting Integrity Pact shall also be required to specifically confirm that "Bidder is not involved in any case of transgression in terms of Integrity Pact" by submitting signed & stamped copy of "Undertaking w.r.t. Section-5 of Integrity Pact" in line with the format attached as FORM-T.

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

12.0 ALTERNATIVE BIDS

12.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

(a) All bids submitted by such bidder (say 'A') directly & indirectly, shall stand rejected and BID SECURITY, if any, in case of direct bid submitted by bidder 'A' shall be forfeited.

(b) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B''s bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B''s bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the Bidders, the provisions at (b) above shall not be applicable It is further clarified that:

- A sub-Contractor can be common to more than one Bidder, provided the sub-contractor themselves are neither a Bidder nor a consortium member.

- Where an Enquiry has multiple Parts, the above condition shall be applicable individually for each Part, as if it is a separate Enquiry.

However, if any of such sub-contractor/sub-vendor happens to be a bidder also, clause above shall be applicable.

13.0 BID PRICES AND DISCOUNTS

13.1 The prices must be quoted strictly in the format provided in the Bidding Document. Conditional discount, if offered, shall not be considered for evaluation.

13.2 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates/ Prices submitted by the bidder and accepted by EIL.

13.3 Bidder shall quote the overall (+/-) percentage in Schedule of Prices (SOP) after careful analysis of cost involved for the performance of the complete scope of work considering all parts of the Bidding Document. In case any activity is not specifically covered in description of item under `Schedule of Rates/Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.

13.4 Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.

13.5 All duties, taxes, and other levies payable shall be as per Special Conditions of Contract.

14.0 CURRENCIES OF BID AND PAYMENT

14.1 **Unless otherwise specified in BDS, bidder shall submit Bid in Indian Rupees only and payment shall be made in Indian Rupees only**.

~~15.0 DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER~~

-DELETED-

~~16.0 SPECIAL DOCUMENTATION REQUIREMENT~~

-DELETED-

17.0 PERIOD OF VALIDITY OF BIDS

17.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by EIL in accordance with **Clause 22.0 of ITB**. A bid with shorter validity shall be rejected by EIL as non-responsive. Bidders shall not be entitled during the above period, without the consent of EIL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of EIL in writing, EIL shall forfeit Bid security, submitted along with the bid and shall reject their bids. Such Bidder may also be put on Holiday list/ Negative List.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, EIL may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **Clause No. 18.1 of ITB**, it shall also be extended for 2 (Two) months beyond the deadline of the extended validity period [for extension in required original bid validity by more than 15 days]. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be permitted to modify its bid.

18.0 BID SECURITY

18.1 Details of EMD / Bid Security are specified in the LIB. Bidder is required to submit the bid security / EMD accordingly.

EIL shall not pay any interest on Bid Security furnished. Bidder shall be required to submit genuine & valid DD / BG / FDR with the bid meeting the requirements for the same specified in the bidding document in the first instance itself. Bids submitted without Bid Security or Bids submitted with Bid Security for an amount less than the specified amount or Bid Security submitted in favour of beneficiary other than as specified in Enquiry Document or from other than the required bank shall be rejected outright and shall not be considered even for unpriced opening. Further, in case Bank Guarantee / DD / Fixed Deposit Receipt submitted by the bidder is found to be fake, the bid will be rejected and a suitable action as per provision of Fraudulent Practice shall be initiated.

However, minor typographical deficiencies in the BG, if any, may be allowed to be corrected.

EIL's Format of BG for Bid security is enclosed under the bidding forms as Form-N. In case, Bid security is submitted as Fixed Deposit Receipts (FDRs), FDR along with a confirmation in the prescribed proforma enclosed under the bidding forms as Form-S shall also be submitted.

In case of a Foreign Bidder, Bid Security may be submitted by their subsidiary or associate Company or their Indian Counter Part/ Agent, on behalf of the Foreign Bidder in US$/ Euro/INR. In such a case, following conditions must be complied:

(i) Bid Security, if issued in the form of a bank guarantee shall clearly state that it is issued by the Indian Counter Part for & on behalf of the Foreign Bidder.
(ii) The bank guarantee shall contain specific declaration from the Indian Counter Part that the Bank Guarantee shall be liable for invocation in case of any default by the foreign bidder in terms of the bidding document.
(iii) The Indian Counter Part shall be duly authorised by the foreign bidder to issue the bank guarantee on their behalf, on the foreign bidder's letter head. This authorisation shall be appended with the bid security.

Bidder shall be required to submit the original bid security (or documentary proof claiming exemption, wherever applicable) and also upload copy of the same within the final bid due date and time on the e-tendering portal/ GeM Portal, as the case may be. If the Bidder fails to submit Bid Security physically in original or upload copy of the same on the e-tendering portal within the above cut-off date, his bid shall be rejected and not considered for further evaluation. Uploading as well as submitting original Bid Security within the cut-off date, as specified in the Bidding Document is mandatory

18.2 EMD/ Bid securities of unsuccessful bidders will be returned upon placement of order/ award to the successful bidder. Also, EMD of late bids/ where unpriced bids not opened/ price bids are not opened, shall be returned at the earliest after priced bid opening. In case of the successful Bidder, the same will be returned after the order/ contract is effective and Contract Performance Bank Guarantee is submitted. However, in case EIL decides to cancel / annul the Enquiry / bidding document at any stage during the bidding process but before the award of work/ items (as applicable), EMD of the bidders shall be returned at the earliest from the date of such decision.

18.3 The bid security of a bidder shall be forfeited in any of the following situations:

a. If the bidder submits alternative bids; or

b. If the bidder suo moto modifies his bid; or

c. Withdraws his bid during the period of bid validity; or

d. In case, during evaluation of bid, it is found that any forged/fake document has been furnished.

e. In the case of a successful bidder, if the bidder fails or refuses:

(i) to accept the Purchase Order/signing of the Contract

(ii) to furnish Contract Performance Bank Guarantee.

(iii) to accept arithmetical corrections of its bid, as per the terms of the Bidding Document.

In case, any of the above events happens, the bidder shall be given a notice of 7 days to take corrective action and in case corrective action is not taken, the bid security shall be encased without any further notice.

18.4 In case of a JV/Consortium bid (if permitted in IFB), the Bid Security shall be submitted by Consortium, or the Leader or any of the members of the Consortium on behalf of consortium in original form as follows:

a) Foreign consortium (i.e., consortium formed by foreign companies only) - US$

b) Indian Consortium (i.e, consortium formed by Indian companies only) - Indian Rupees.

c) Consortium bid involving at least one Indian entity and one foreign entity – Indian rupees or US$.

In case of Consortium bids, EMD exemption shall only be allowed wherein;

(i) **both the Consortium members are MSE; and / or**

(ii) **both the Consortium members are Indian Central PSUs / PSEs; and / or**

(iii) **one member being MSE and the other member being Indian Central PSU / PSE.**

However, no EMD exemption shall be available for MSEs in case of Works Contract.

The amount of EMD / Bid Security is specified in the LIB.

18.5 Bidder's name and RFQ details shall be written on the back side of bid security submitted in the form of DD.

18.6 **Validity of Bid Security:** EMD/ Bid Security shall be valid for a period of 02 months over and above validity of bid. It shall be ensured that the validity of Bid Security submitted by all the bidder is in line with the provisions in the bidding document. In case of seeking any extension in bid validity by more than 15 days, corresponding extension in validity of bid security shall also be ensured by the Bidder.

18.7 **Exemption of Bid Security:** Indian CPSUs (state PSUs are not exempted) and Micro or Small Enterprises (MSEs) registered on UDYAM registration portal having valid "UDYAM Registration Certificate", shall be exempted from submission of bid security. Benefit of exemption from Bid Security/ EMD to MSE-Traders shall not be applicable. **Further, benefit of exemption from Bid Security / EMD to any MSE shall not be applicable in case of Works Contracts.**

CPSUs shall submit declaration to this effect that being CPSU they are exempted from submitting Bid Security. MSEs shall provide the necessary valid documentary evidence, i.e. UDYAM Registration Certificate. MSE Bidders shall be eligible for exemption only if the URC Certificate /

URC detail as submitted in the Bid. The Udyam registration certificate shall be verified from GoI Udyam registration portal (present web address is https://udyamregistration.gov.in). The status of the MSE Bidder as on the date of Unpriced Bid opening shall be considered.

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

In case of upward change in status, Bidder is required to submit the previous certificate also to establish consequent re-classification for claiming exemption of EMD.

Exemption from submission of Earnest Money Deposit shall be as per the latest GeM GTC as on the date of issuance of RFQ/ Tender, if the enquiry published on the GeM Portal.

19.0 FORMAT AND SIGNING OF BID

19.1 The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorised to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorised person and the certificate details, available from the signed documents, should indicate the details of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

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

19.2 Bids shall be submitted by the bidder through e-tendering portal using their digital signature. However, in case foreign bidder does not have digital signature issued by an Indian certifying authority, he can authorise his representative to use the representative's digital signature to upload the bid on behalf of foreign bidder. In such a case, the authorisation letter (duly signed by Power of Attorney Holder) shall be submitted along with the bid.

19.3 Bidder shall be required to upload the digitally signed copies of documents for meeting BQC, Power of Attorney and other authenticated documents (like proof of being MSEs for availing preference under Public Procurement Policy-2012) on the e-tendering portal only.

19.4 In case of a JV/Consortium bid (If permitted in the bidding document), the Bid shall be digitally signed (e-signed) using the digital signature of an authorized representative of the JV/ Consortium, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives

20.0 POWER OF ATTORNEY

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

20.2 Bidder shall submit a Power of Attorney in the name of such authorized signatory (ies).

Requirements for submitting the POA shall be as follows:

i. **Company:** Bidder shall submit a specific Power of Attorney for the tender in the name of authorized person.

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

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

ii. **Partnership Firm:** In such case,

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

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

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

iv. Proprietorship: Proprietor shall sign the Bid:

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

v. Unincorporated Joint Venture/Consortium:

Both members of the consortium shall authorize the Lead Member of the consortium with the authority to bind the consortium, through a Power of Attorney given jointly by all the members to the Lead Member.

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

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

For Foreign Bidders, POA shall be:

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

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

D SUBMISSION AND OPENING OF BIDS

21.0 SEALING AND MARKING OF BIDS

21.1 The bidder shall submit the, original Bid Security along with other documents requested in "Original", as per the requirement of clause no. 10.1.1 of ITB, , in separate sealed envelopes, duly marking the envelopes as per following:

Part I -Bid Security & Originals
Name of Work : _____
Bidding Document No. : _____
Due date & Time of Submission : _____
From : _____ [Name & Address of Bidder]

21.2 The envelope shall bear the name and address of the bidder and bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, EIL will assume no responsibility for the misplacement or premature opening of the Part-III of bid.

21.4 Bidders shall submit bids (**Part-I & Part-II**) electronically and shall follow the electronic bid submission procedures **enclosed as Appendix-I to this ITB.**

22.0 DEADLINE FOR SUBMISSION OF BIDS

22.1 Bidders shall submit their bids electronically in the e-tendering portal, within the date and time **specified in the BDS**. Bidders submitting bids electronically shall follow the electronic bid submission procedures **enclosed as Appendix-I to this ITB**.

22.2 Bid Security in accordance with ITB 18.0 (~~**copy of documentary evidence as per ITB Error! Reference source not found. in case of exemption under MSE**~~), in original, must be received by EIL at the address and no later than the date and time for submission of Bids **specified in the BDS.**

22.3 EIL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 6.0 of ITB, in which case all rights and obligations of EIL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23.0 LATE BIDS

23.1 E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form shall not be considered for opening / evaluation / award and will be returned to such bidders.

23.2 In the event the Bid Security in original, in accordance with ITB 10.1 (a), is not submitted, the bids shall be declared late and shall not be considered for opening, notwithstanding the fact that the bid has been submitted in electronic form within the deadline. However, in case of exemption from

submitting Bid Security under MSE/CPSE/Startup1.1, then bidder shall submit the copy of documentary evidence of the same on e-tender portal.

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

24.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

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

24.2 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

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

25.0 BID OPENING

25.1 EIL shall verify the availability of requisite BID SECURITY, in original, prior to opening of Part-I of e-Bid. Techno-commercial e-Bid of those bidders shall be considered for opening, who have already submitted the requisite Bid Security, in accordance with ITB 22.2, in original, prior to due date and time for submission of Bids.

25.2 Except in the cases specified in ITB 23.2, EIL shall open Part-I of all bids received in the e-tendering portal.

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

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

(a) Original Bid Security & other original documents submitted in physical form shall be opened first and verified that whether Bid Security has been furnished as per bid requirement.

(b) Up on meeting the requirement of Bid Security as per Clause 18.1 of ITB, opening of documents of Part–I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.

(c) If a bidder has not complied with Bid Security requirement b) above, such bidder's offer (Part-I) is not proceeded for further opening and rejected out rightly.

(ii) Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by EIL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

25.4 If a supplier / an agency is placed on Black-listing / Holiday Listing /Suspension / Banning List/ Negative List of EIL or debarred and/ or disqualified by GeM (if Tender published through GeM Portal) after issue of enquiry but before unpriced bid opening, their bid will not be considered for further evaluation.

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

25.5 If a supplier / an agency is placed on Suspension/ Banning list after opening of priced bids and such a supplier/ agency happens to be the lowest bidder; the next lowest bidder shall be

considered as L1. Further, in case L1 bidder is Suspended / debarred on GeM portal, in case enquiry/ tender has been published in the GeM Portal, evaluation and awarding shall be as per GeM Incident Management Policy.
Also, bidder shall submit the declaration that they are not on Black-listing / Holiday Listing/Suspension / Banning List/ Negative List of or black listed by any Central Government Department/ Central Public Sector on due date of submission of bid. However, this shall be for information only and shall not be rejection criteria. In case, this information is not provided or provided falsely, the bid shall be rejected.

E EVALUATION AND COMPARISON OF BIDS

26.0 CONFIDENTIALITY

26.1 A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. EIL shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to any other persons not officially concerned with the bidding process.

26.2 Any attempt by a bidder to influence EIL in the evaluation of the bids or Contract award decisions shall render their Bid liable for rejection.

26.3 Notwithstanding Clause **26.2** of ITB, from the time of bid opening to the time of Contract award, if a bidder wishes to contact EIL on any matter related to the bidding process, it shall be done so in writing only.

27.0 ZERO DEVIATION

27.1 Bid 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.

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

28.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS

28.1 During the evaluation of bids, the following definitions apply:

(a) “Deviation” is a departure from the requirements specified in the Bidding Documents;

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29.0 DETERMINATION OF RESPONSIVENESS

29.1 EIL’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in Clause 10.0 of ITB.

(a) A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. 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 Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, EIL’s rights or the

bidder's obligations under the proposed Contract; or

(iii) would unfairly affect the competitive position of other bidders presenting substantially responsive *bids.*

29.2 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-certificate in this regard.

29.3 **In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations as above, their bid shall be rejected. Bidder shall submit self-Declaration in this regard.**

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

30.0 CLARIFICATION OF BIDS

30.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, EIL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. EIL's request for clarification and the response shall be in writing.

30.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by EIL in writing.

30.3 Any clarification submitted by a bidder that is not in response to a request by EIL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.

30.4 If a bidder does not provide clarifications of its bid by the date and time set in EIL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

31.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

31.1 Prior to price opening of bids, EIL will determine whether each bid is accompanied with required Bid Security, Integrity pact, as applicable**;**

(i) Bid's responsiveness, in accordance with Clause **29.0** of ITB;

(ii) Any other relevant factor, if any that EIL deems necessary or prudent to be taken into consideration.

(iii) EMD / Bid Security as per the requirement specified in clause no. 18.0 of ITB (open competitive bidding)

31.2 EIL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.

31.3 In view of the enquiries being issued on zero deviation basis, Technical or commercial queries shall not be raised. However, EIL reserves the right to raise queries in exception situations. CQ/ TQs, if any, shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/ TQ replies through any other mode (e-mail, physical form) shall not be accepted. Offers shall be evaluated based on the information available

up to cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

32.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

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

32.2 In case the bidder is a Micro or Small Enterprise registered under Udyam Registration with Ministry of Micro, Small and Medium Enterprises:

i. Tender Documents shall be issued to MSEs free of cost.

~~ii. MSEs shall be exempted from payment of EMD.~~

32.3 MSE Bidders shall submit the following:

i. For claiming price preference against enquiries in which provision of price preference is to be extended to the MSE Bidders, the MSE certificate i.e., Udyam Registration Certificate should be valid as on date of un-priced bid opening.

ii. The Udyam registration certificate shall be verified from GOI Udyam registration portal (present web address is https://udyamregistration.gov.in). The status of the MSE Bidder as on the date of Unpriced Bid opening shall be considered for applying above benefits for entire evaluation.

iii. However, in case of an upward change in terms of investment in plant and machinery or Equipment or Turnover or both, and subsequent re-classification of the status of the MSE bidder, the bidder shall continue to avail exemption of EMD and Purchase Preference of category it was in before the reclassification, for a period of three years from the date of such upward change.

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

32.4 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/ 1st Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).
- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
- Revenue Officers not below the rank of Tehsildar
- Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.

- Administrator/ Secretary to Administrator/ Development Officer (Lakshadweep Islands).

32.5 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.

32.6 EIL is committed to promotion and development of micro and small enterprises Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/ subcontractors to the extent possible under the Orders/ Contracts awarded on them EIL. All efforts shall be made by bidder to encourage procurement thru MSEs (holding valid certificate) through their Sub orders/ Sub contract procurement. The successful bidder shall provide the following only for the purpose of reporting.

i. Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to .....(Name of CPSU).

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

iii. Report shall be submitted in the following format.

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

32.7 Government of India has implemented the Trade Receivables Discounting System (TReDS). TreDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers.

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

EIL is already registered on the above TReDS Platforms. MSME bidders are requested to register on the TReDS platform.

33.0 OPENING OF PRICE BID

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

34.0 CORRECTION OF ARITHMETICAL ERRORS

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

34.1 RATE AND AMOUNT IN FIGURES AND WORDS:

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

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

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

34.2 RATE AND AMOUNT IN FIGURES ONLY

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

34.3 LUMPSUM AMOUNT ONLY IN FIGURES AND WORDS:

When a lumpsum amount is quoted in figure and words but no unit rates are not required to be quoted, amount quoted in words shall be taken as correct.

Provisions of Clause No. 34.1 through 34.3 shall not be applicable for Pre-filled Item-rate tenders (PERCENTAGE TENDERS).

34.4 PERCENTAGE TENDERS:

(a) The summary sheet should seek only +/- percentage (and not the pre filled total price) which will be applicable on the estimated pre-filled price.

(b) In case "+" or "-" not indicated against the % figure, + shall be considered.

(c) In case the bidder left the % Blank, % increase/decrease shall be considered as NIL.

Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with Clause above, shall result in the rejection of the Bid and Bid Security shall be forfeited.

34.5 Provisions of Clause No. 34.1 through 34.4 shall not be applicable for tenders issued on GeM Portal. The evaluation done on GeM portal as per GeM guidelines shall be final and binding.

35.0 CONVERSION TO SINGLE CURRENCY

35.1 Wherever BDS permits bidder to quote prices in more than one currency, for evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency, and that will be Indian Rupees only at the Bill selling exchange rate published by the State Bank of India, one day prior to the date of price bid opening.

36.0 EVALUATION AND COMPARISON OF PRICE BIDS

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

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

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

Wherever, decision is taken to reject a bid, EMD, if submitted, by the Bidder, shall also be forfeited and case shall be referred for appropriate action as per procedure.

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

However, when the tender is issued through GeM Portal, in an extreme situation, when there is a 'TIE' based on the evaluated price, recourse shall be taken on as per GeM guidelines.

36.5 The evaluation and comparison of bids shall be carried out as per following:

(a) To arrive at the evaluated price, the Total amount quoted shall be calculated / established based on Rates/ prices /overall (+/-) percentage, as applicable, quoted by the bidder.

(b) Input credit of GST is available to EIL (Refer BDS for applicable rate of Input Tax Credit is available to EIL). Hence, GST quoted by bidder in Proposal Forms shall not be considered / loaded for evaluation.

(c) For Services tender, Purchase Preference to MSE Bidders shall be Applicable. However, Price preference to MSEs shall not be applicable to Works Contracts (not falling under the definition of services).

36.6 In case, the scope of Tender document is divided in to more than one part, work for individual Part shall be awarded as per relevant provisions of LIB.

36.7 Preference to MSEs, if applicable as per BDS, shall be carried out to distribute the item / quantity as per **clause no. 32.0** above.

37.0 GOVERNMENT POLICIES:

37.1 PREFERENCE TO MICRO OR SMALL ENTERPRISES

Purchase Preference of Public Procurement Policy shall be applicable for Service Tenders only and shall not be applicable for Works Contract. [Refer BDS for applicability].

Refer Annexure-V to ITB.

37.2 POLICY FOR PREFERENCE TO MAKE IN INDIA (PPP-MII), [FOR APPLICABLITY REFER [BDS]

Refer Annexure-III to ITB for provision regarding policy of Public Procurement (Preference to Make in India), PPP-MII, Order 2017.

37.3 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP), [FOR APPLICABLITY REFER BDS]

Ministry of steel, Govt of India, vide "The Gazette of India, extraordinary part II no. 298, G.S.R. 341(E) dated 26.05.2025" notified the revised policy for providing preference to domestically manufactured iron & steel products in government procurement enclosed as ANNEXURE-IV to ITB. In view of the revised policy, bidder to comply the following:

a) A confirmation w.r.t compliance of this DMI&SP Policy shall be submitted by the bidder.
b) Domestic manufacturers of Iron and Steel products under Appendix-A shall submit duly filled / certified Form-1 (enclosed with the DMI&SP Policy), at the time of bidding.
c) 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 authorisation certificate issued by the domestic manufacturer at the time of delivery.
d) In case of Item rate tenders, bidder(s) to furnish affidavit as per Form-1 at the time of delivery. Bidder to submit an undertaking to this effect as per the Form-2 (enclosed with the DMIS&P Policy) w.r.t compliance of this DMI&SP Policy. Compliance towards certification of Form-1 shall be as stipulated at sr. no. C) and D) above.
e) If a bidder does not submit above affidavit or undertaking in Item Rate tender as per format, the offer of bidder shall be rejected.
f) In case of detection of mis-declaration by the bidder of the prescribed declaration, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:
    (i) Rejection of bid and Forfeiture of EMD or Forfeiture of CPBG depending upon the stage of detection.
    (ii) Banning of business dealings in line with the EIL extant policy.

37.4 POLICY REGARDING PROCUREMENT FROM BIDDERS FROM COUNTRY(IES) SHARING BORDER WITH INDIA

Bidders to comply with revised guidelines for Restriction on procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in).In view of the above, Bidder to submit signed and stamped copy of Form-IA/IB/II as applicable, (on Company's Letterhead) attached with Annexure-II of this ITB for compliance.

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

38.1 EIL reserves the right to accept or reject any or all the bids at his discretion and may annul the Bidding process, without thereby incurring any liability to bidders.

F AWARD OF CONTRACT

39.0 AWARD CRITERIA

39.1 Subject to Clause No. 38.1 of ITB, EIL shall award the Contract to the bidder(s) in line with Award Methodology mentioned in IFB/BDS. However, if in the opinion of EIL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, EIL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by EIL shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates/ Prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.
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40.0 NOTIFICATION OF AWARD

40.1 Prior to the expiration of the period of bid validity, the EIL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the General Conditions of Contract called the "**Letter of Award (LOA)/ Fax of Acceptance (FOA)**" shall specify the sum that the EIL will pay the Contractor in consideration of the execution and completion of the Works.

40.2 Until a formal contract is prepared and executed, the notification of award along with this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the EIL shall constitute a binding contract between the successful bidder and the EIL.

41.0 SIGNING OF CONTRACT

41.1 Promptly upon issue of LOA/ GeM Contract, the successful bidder shall sign, the Contract Agreement on a non-judicial stamp paper of appropriate value (not less than INR 200/). The cost of non-judicial stamp paper shall be borne by the successful bidder.

41.2 The contract may be digitally signed, and bidders are kindly requested to ensure that the Digital Signature Certificate (DSC) of the Power of Attorney (POA) holder or Authorized Signatory authorised to sign the contract remains valid until the contract is signed.

41.3 The Contract document shall consist of the following:

i) Detailed letter of Award/Acceptance along with enclosures attached therewith.

ii) Letter of Acceptance.

iii) Contract Agreement.

iv) Original Bidding Document along with its enclosures issued.

v) Amendment/Corrigendum to original Bidding Document issued, if any.

42.0 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

42.1 Within fifteen (15) days of the receipt of notification of award from EIL, the successful bidder shall comply with the requirement of Contract Performance Bank Guarantee.

42.2 Failure of the successful bidder to submit the above-mentioned Contract Performance Bank Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

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

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

REGISTRATION

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 "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5) 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.
6) 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.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

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.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) 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" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

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

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

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

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 concerned official, latest by the last date of bid submission or as specified in the tender documents. 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) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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.

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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

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

9) 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.

ASSISTANCE TO BIDDERS

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.

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.

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APPENDIX – II TO ITB

POLICY REGARDING PROCUREMENT FROM BIDDERS FROM COUNTRY(IES) SHARING BORDER WITH INDIA

Tender Clause on Procurement from Bidders from Country(ies) sharing land border with India

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

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

i). Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**.

ii). Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**

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

i). In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

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

iii). This order will not apply to Bidders (or Entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

iv). Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

4.0 **Definitions**:

i). **"Bidder"** (including the term 'Tenderer', 'Consultant' 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a Consortium or Joint Venture (that is an association of several Persons, or Firms or Companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency, Branch or Office controlled by such person, participating in a procurement process.

ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.

iii). **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in **paragraph 5.0**, occurring on or after 23.07.2020.

v). **"Bidder (or entity) from a country which shares a land border with India"** means

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A Consortium or Joint Venture where any member of the Consortium or Joint Venture falls under any of the above.

vi). **Beneficial Owner** for the purposes of **paragraph 4.0 v) (d)** will be as under:

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

Explanation: -

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

b) **In case of a Partnership Firm**, the beneficial Owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

c) **In case of an Unincorporated Association or body of Individuals**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;

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

vii). **"Agent'** is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i). A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii). However, a Bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

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

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

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

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

iv). In **Category-II sensitive sectors**, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

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

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6.0 **Sub-contracting in works contracts**

In works contracts, including turnkey contracts, Contractors shall not be allowed to sub-contract works to any Contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of **"Contractor from a country which shares a land border with India"** shall be as given in above paragraph 4.0 v).

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

7.0 **Certificate regarding compliance**

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

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

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

BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

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

Notes:

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

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

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

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

Form- I B

BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-Contracting to Contractors from such countries; I hereby certify that, Bidder M/s_____ (Name of the Bidder) is:

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

Notes:

a) Bidder to tick appropriate option (√) in either i) or ii) above)

b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

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

Place :

Date :

Signature (#):

Name :

Designation :

Seal :

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

FORM-II

BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

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

Notes:

a) Bidder to tick appropriate option (√) in either i) or ii) above)

b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

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

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

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

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

Order (Public Procurement No. 4)

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

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

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.

5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

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

a) to all Autonomous Bodies;

b) to all public sector banks and public sector financial institutions;

c) to all Central Public Sector Enterprises;

d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and

e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

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

Definitions:

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

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. *"Transfer of Technology"* means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. *"Specified Transfer of Technology"* means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. *"Bidder (or entity) from a country which shares a land border with India"* for the purpose of the Order means

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

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

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

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

Explanation:-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

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

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

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

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

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

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

Sub-contracting in works contracts

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

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

Certificate regarding compliance

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

Validity of registration

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

Government e-Marketplace (GeM)

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

Model Clauses/ Certificates

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

23/02/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

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

Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

List of Category-II Sensitive sectors:

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

Schedule-III

List of Sensitive Technologies:

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

ANNEXURE I

Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;

   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;

   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

   iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.

C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.

D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

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

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

[*Note:

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

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

Special Cases

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

ANNEXURE III

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

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

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

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

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

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

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

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

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

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

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

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

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

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

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

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

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

OR

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

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

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

***

APPENDIX –III TO ITB

PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII) ORDER, 2017

ANNEXURE-1

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

Shastri Bhawan, New Delhi
Dated 21st August, 2024

To

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

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

Sir/ Madam,

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

Yours faithfully

Kala 21/8/24
(Kala)
Under Secretary to the Govt. of India
Tel.: 011-23381029

Encl.: as above

Copy to:

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

Annexure -1

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

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

   Explanatory notes for calculation of local content given above

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

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

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

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

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

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

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

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

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

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

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

2A. *Special treatment for items covered under PLI Scheme*

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

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

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

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

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

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

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

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

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

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

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

(c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

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

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

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

d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

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

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

5. **Minimum local content**: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

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

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

i below.

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

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

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

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

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

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

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

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

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

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

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

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

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

17. **Functions of the Standing Committee:** The Standting Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

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

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

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

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

19/2/24

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

FORM – 2

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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

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

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

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

Our debarment period is completed as on _____ <insert date>, and as such we are eligible to avail purchase preference under this Order.
(## Strike out which is not applicable)

_____
Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

FORM-2A

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

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

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

Note –

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

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

ANNEXURE-3

FORM – 3

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

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

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO.:

Dear Sir,

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

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

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

……

……

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

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

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

OR

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

(Strike out which is not applicable)

_____

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

FORM-3A

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

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

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

Note –

1. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
2. As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
3. Bidder to enclose OEM.Certificate for country of origin as specified in S. No (c) above.
4. The above formats are indicative, the statutory auditor/Cost auditor/Chartered Accountant/ Cost Accountant can modify the format without changing the intent of certification.

_____

Signature of certificate issuing authority

Place:

Name:

Date:

Name of Audit Firm:

Designation

Seal:

Annexure-2

FORM – 2

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017, vide Order No P-45021/2/2017-PP(BE-II)-Part-4)Vol.II, Notifications with respect to Electronics Products [File No. W-43/4/2019-IPHW-Meity dated 07.09.2020 and S.O. No 4591(E) dated 12.10.2023 issued by Meity], Cyber Security Products [File No.1(10)/2017-CLES dated 06.12.2019 issued by Meity] and Telecom Products [File No FP-18-10/2017-IP dated 21.10.2024 issued by Ministry of Telecommunication]. {Strike out which is not applicable}.

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

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

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

Our debarment period is completed as on _____ <insert date>, and as such we are eligible to avail purchase preference under this Order.
(## Strike out which is not applicable)

_____
Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

FORM-2A

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

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

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

Note –

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

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

ANNEXURE-3

FORM – 3

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

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

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

NAME OF WORK / ITEM:

TENDER /RFQ NO.:

Dear Sir,

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

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

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

.....
.....

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017, vide Order No P-45021/2/2017-PP(BE-II)-Part-4)Vol.II, Notifications with respect to Electronics Products [File No. W-43/4/2019-IPHW-Meity dated 07.09.2020 and S.O. No 4591(E) dated 12.10.2023 issued by Meity], Cyber Security Products [File No.1(10)/2017-CLES dated 06.12.2019 issued by Meity] and Telecom Products [File No FP-18-10/2017-IP dated 21.10.2024 issued by Ministry of Telecommunication]. ***{Strike out which is not applicable}.***

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

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

_____
Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

FORM-3A

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

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

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

Note –

1. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
2. As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
3. Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.
4. The above formats are indicative, the statutory auditor/Cost auditor/Chartered Accountant/ Cost Accountant can modify the format without changing the intent of certification.

_____

Signature of certificate issuing authority

Place:

Name:

Date:

Name of Audit Firm:

Designation

Seal:

Form -2B

Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-

Date:

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

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

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

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

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

i	Name and details of the local supplier - Registered Office, Manufacturing unit location, nature of legal entity
ii	Date of certificate issuance - Date on which this certificate is issued
iii	Telecom Product/Services/Works - Telecom Product/Services/Works for which the certificate is produced
iv	Procuring agency - Procuring agency to whom the certificate is furnished
v	Percentage of Local Content claimed - Percentage of LC claimed
vi	Manufacturer unit details - Name and contact details of the unit of the manufacturer
vii	Sale Price of the product - Sale Price of the product
viii	Ex-Factory Price of the product - Ex-Factory Price of the product
ix	Freight, insurance and handling - Freight, insurance and handling charges
x	Total Bill of Material - Total Bill of Material

xi	Local inputs cost - List and total cost value of inputs used for manufacture of the Telecom product/Services/Works
xii	Locally sourced inputs - List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house
xiii	Imported inputs cost - List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

a. Imported items sourced locally from resellers/distributors.

b. The license fees / royalties paid/ technical charges paid out of India

c. Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPPMII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:
Name:
Designation: CEO/MD
Address:
Email Address:
Mobile No.:
Place:
Date:

Form-2C

Format for Self-Declaration regarding local supplier' for Cyber Security Products

This is to Certify that the organization_____ registered as_____with registration number_____ do hereby solemnly affirm and declare as under:

That we agree to abide by the terms and conditions of the Notification issued by Ministry of Electronics and Information Technology (MeitY), Government of India no: _____dated_____.

That the information furnished hereinafter is correct and we undertake to produce relevant records before the procuring entity or any other authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of establishing ownership of the Intellectual Property Rights(IPR), legal existence and revenue accrual, local content for the cyber security products nominated by the aforesaid organization.

That all IPR which constitute the said cyber security product has been verified by us and we are responsible for the correctness of the claims made therein and we take complete responsibility of the same.

We agree to maintain all information regarding our claim(s) for IPR ownership, legal existence and revenue accrual, local content in the organization's record throughout the existence of the product and shall make this available for verification to any authorities specified by Government of India.

In case of any change in the IPR ownership, legal existence and revenue accrual, local content we will be accountable to inform Ministry of Electronics and Information Technology, Government of India within one week or before applying for any public procurement or before referring this order for taking any advantage which so ever occurs first.

That in the event of the cyber security product mentioned herein is found to be incorrect and not meeting the prescribed norms, based on the assessment of an authority so nominated by the MeitY, Government of India and we will be liable as under clause 7 (f) of Public Procurement (Preference to Make in India) Order 2019 for cyber security product.

1. Name and details of the organization nominating product under this order (Registered Office, Manufacturing unit location, nature of legal entity)

2. Entity Registration Certificate number
   a. Type of registration

3. Date on which this certificate is issued

4. Percentage of Royalty/License fee to be paid to other entity with respect to estimated cost of the product

5. Name and contact details of the unit of the manufacturer

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

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

FORM – 2D

CERTIFICATE UNDER DOMESTICALLY MANUFACTURED/PRODUCED CYBER SECUIRTY PRODUCTS

(HAVING VALUE OF PROCUREMENT MORE THAN INR 10 CRORE)

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

NAME OF WORK / ITEM:

TENDER /RFQ NO.:

Dear Sir,

We, _____, the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or are a practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier other than companies) of M/s. _____ *<Name of Bidder>*, hereby certify offered product(s) by M/s _____ *<Name of Bidder>* meets the definition of 'local supplier' of domestically manufactured/produced Cyber Security Products as per para 4 of Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products.

_____
Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

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

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

Explanatory notes for calculation of local content given above

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

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

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

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

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

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

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

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

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

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

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

2A. *Special treatment for items covered under PLI Scheme*

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

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

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

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

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

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

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

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

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

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

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

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

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c. If 'Class I Local suppliers' qualify for award of contract for at least

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

d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

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

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

5. **Minimum local content**: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

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

9. **Verification of local content**:

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

f. Nodal Ministries and procuring entities may prescribe fees for such complaints.

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

h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

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

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

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

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

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

11. **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

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

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

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

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

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

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

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

17. **Functions of the Standing Committee:** The Standting Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

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

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

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

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

19/2/24

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

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

Shastri Bhawan, New Delhi
Dated: 26th March, 2024

To

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

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

Sir/ Madam,

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

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

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

Yours faithfully

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

Encl.: as above

Copy to:

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

Copy for information to,

Secretary, DPIIT

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

Shastri Bhawan, New Delhi
Dated 26th April, 2022

To,

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

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

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

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

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

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

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

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

Yours faithfully

26/04/2022

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

Copy to:

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

Copy for information to:

Secretary, DPIIT

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

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

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

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भारत का राजपत्र
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भाग I—खण्ड 1
PART I—Section 1

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इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आई.पी.एच.डब्ल्यू.)

अधिसूचना

नई दिल्ली, 7 सितंबर, 2020

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

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

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

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

3. इस अधिसूचना के उद्देश्य से:

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

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

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

4.1 डेस्कटॉप पर्सनल कंप्यूटर (पीसी)

(क) परिभाषा:

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

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

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

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

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

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

4.2 थिन क्लाइंट

(क) परिभाषा:

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

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

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

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

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

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

4.3 लैपटॉप पर्सनल कंप्यूटर (पीसी)

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

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

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

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

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

4.4 कंप्यूटर मॉनिटर

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

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

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

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

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

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

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

4.5 <u>टैबलेट पर्सनल कंप्यूटर (पीसी)</u>

क. परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

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

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

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

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

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

4.6 डॉट मैट्रिक्स प्रिंटर

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

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

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

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

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

4.7 स्मार्ट कार्ड

(क) परिभाषा :

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

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

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

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

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

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

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

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

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

4.8 एलईडी उत्पाद

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए क्रियाविधि :

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

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

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

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

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

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

4.10 बायोमेट्रिक फिंगर प्रिंट सेंसर

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

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

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

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

4.11 बायोमेट्रिक आइरिस सेंसर

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र:

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

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

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

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

4.12 सर्वर

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

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

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

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

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

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

4.13 सेल्युलर मोबाइल फ़ोन

(क) परिभाषा :

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

(ख) स्थानीय सामग्री की गणना के लिए तंत्र :

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

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

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

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

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

**** अनुबंध का संदर्भ लें।*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. स्थानीय सामग्री/घरेलू मूल्यवृद्धि का सत्यापन

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

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

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

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

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

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

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

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

सौरभ गौड़, संयुक्त सचिव

अनुबंध

यान्त्रिकी और डाई कट कलपुर्ज़े की सूची

क. यान्त्रिकी (मैकेनिक्स)

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

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

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

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

ख. डाई कट कलपुर्ज़े

1.सुचालक कपड़ा (एचएस 39269099)

2. ऊष्मा उत्सर्जक स्टीकर बैटरी कवर (एचएस 39199090)

3. स्टीकर-बैटरी स्लॉट (एचएस 39199090)

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

5. एलसीडी एफपीसी के लिए माइलर (एचएस 39199090)

6. एलसीडी सुचालक फोम (एचएस 39269099)

7. फिल्म-फ्रंट फ्लैश (एचएस 39199090)

8. एलसीडी फोम (एचएस 39269099)

9. बीटी फोम (एचएस 39269099)

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW DIVISION)

NOTIFICATION

New Delhi, the 7th September, 2020

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

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

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

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

3. For the purpose of this notification:

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

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

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

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

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

4.2 Thin Clients

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

4.4 Computer Monitors

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

4.5 Tablet Personal Computers (PCs)

A. **Definition**:

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

(B) Mechanism for calculation of local content:

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

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

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

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

4.6 Dot Matrix Printers

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

4.7 Smart Cards

(A) Definition:

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

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

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

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

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

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

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

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

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

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

4.8 LED Products

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

4.9 Biometric Access Control/Authentication Devices

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

4.11 <u>Biometric Iris Sensors</u>

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

4.12 Servers

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

4.13 Cellular Mobile Phones

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

****Refer Annexure*

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

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

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

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

9. Procedure for calculating local content/ domestic value addition

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

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

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

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

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

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

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

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

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

10. Verification of local content/ Domestic Value Addition

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

b. In cases of procurement for a value in excess of Rs. 10 crore, the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

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

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

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

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

SAURABH GAUR, Jt. Secy.

Annexure

Indicative List of Mechanics and Die Cut Parts

A. Mechanics

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

B. Die Cut Parts

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

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EXTRAORDINARY

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

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

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आईपीएचडब्ल्यू डिवीजन)

अधिसूचना

नई दिल्ली, 12 अक्तूबर, 2023

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

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

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

Page No. 138 of 2390_Tender Document No. B889-000-81-46-CF-T-8202-0

स्थानीय सामग्री की गणना के लिए संशोधित तंत्र:

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

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

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

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

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

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

आशा नांगिया, समूह समन्वयक और वैज्ञानिक 'जी'

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW Division)

NOTIFICATION

New Delhi, the 12th October, 2023

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

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

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

Revised Mechanism for calculation of local content:

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

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

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

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

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

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

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

ASHA NANGIA, Group Coordinator & Scientist 'G'

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

Dated: 17.08.2022

OFFICE MEMORANDUM

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

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

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

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

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

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

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

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

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

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

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

(D. K. Sagar)
Joint Director

Encl: As above.

To:

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

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

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

Annexure-1

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

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

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

Office Memorandum

Subject : Forwarding of MeitY's communications regarding CCTVs.

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

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

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

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

Encl:A/a

26/04/24

(Anuj Kumar)
2IC (Prov.)
Tel: 23386034
e-mail ID:anuj-kumar38@nic.in

To:

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

Internal:

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

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

भारत का राजपत्र
The Gazette of India

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CG-DL-E-08032024-252738

असाधारण
EXTRAORDINARY

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

प्राधिकार से प्रकाशित
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No. 1062] NEW DELHI, THURSDAY, MARCH 7, 2024/PHALGUNA 17, 1945

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आईपीएचडब्ल्यू प्रभाग)

अधिसूचना

नई दिल्ली, 6 मार्च, 2024

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

सन्दर्भ:

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

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

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

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

3. इस अधिसूचना के उद्देश्य से :

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

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

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

4.1 वीडियो निगरानी प्रणाली

परिभाषा:

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<tr><td>(i)</td><td>नेटवर्क इंटरफेस कार्ड (वैकल्पिक)</td><td rowspan="4">हालांकि, वैकल्पिक बोर्डों के साथ/इनके बिना मुख्य पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 10% से अधिक नहीं होगा</td></tr>
<tr><td>(ii)</td><td>इन्फ्रारेड (आईआर) बोर्ड (वैकल्पिक)</td></tr>
<tr><td>(iii)</td><td>आई/ओ बोर्ड (वैकल्पिक)</td></tr>
<tr><td>(iv)</td><td>पावर ओवर इथरनेट (पी ओ ई) कार्ड (वैकल्पिक)</td></tr>
<tr><td>2.0</td><td>बेयर पीसीबी</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 5% से अधिक नहीं होगा</td></tr>
<tr><td>3.0</td><td>ऑप्टिक्स</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। प्रकाशिकी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 10% से अधिक नहीं होगा</td></tr>
<tr><td>4.0</td><td>इन-हाउस आर एंड डी #</td><td>घरेलू/इन हाउस आर एंड डी में स्वयं अपने संसाधन/विशेषज्ञता का उपयोग कर नये उत्पादों, प्रक्रियाओं, प्रौद्योगिकीयों या समाधानों के विकास के लिए वैज्ञानिक अनुसंधान, प्रयोग, प्रोटोटाइपिंग और परीक्षण अथवा भारत में वैज्ञानिक और औद्योगिक अनुसंधान विभाग (डीएसआईआर) के साथ पंजीकृत आर एंड डी इकाई के साथ कानूनी अनुबंध शामिल है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 के बाद</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table>
</td></tr>
<tr><td>5.0</td><td>इन-हाउस डिजाइन/आईपीआर #</td><td>घरेलू/इन हाउस डिज़ाइनिंग में संगठन के अपने संसाधन/विषेशज्ञता का प्रयोग कर अपनी फैसिलिटी में ही डिज़ाइन पद्धतियों सेवाओं या समाधानों की प्रक्रिया अथवा भारत में तृतीय पक्षकार के साथ कानूनी अनुबंध शामिल हैं। भारत में बौद्धिक संपदा अधिकार (आईपीआर) के तहत कोई भी पेटेंट, ट्रेडमार्क, कॉपीराइट और व्यापार रहस्य उनकी रचनाओं या आविष्कारों के डिजाइन के पक्ष में कानूनी स्वामित्व स्थापित करता है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
<table>
<tr><td>2023-24 & 2024-25</td><td>2025-26</td><td>2026-27 के बाद</td></tr>
<tr><td>7%</td><td>10%</td><td>12%</td></tr>
</table>
</td></tr>
<tr><td>6.0</td><td>हाउसिंग (प्लास्टिक / एल्यूमीनियम / एमएस) और</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। हाउसिंग और कैमरा माउंट के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 15% से अधिक नहीं होगा।</td></tr>
<tr><td>7.0</td><td>कनेक्टिंग केबल्स और कनेक्टर्स</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। कनेक्टिंग केबल्स और कनेक्टर्स के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 5% से अधिक नहीं होगा।</td></tr>
<tr><td>8.0</td><td>अंतिम असेम्बली और परीक्षण</td><td>समय-समय पर यथा अधिसूचित भारतीय मानकों को पूरा करने वाले घरेलू रूप से असेम्बल / परीक्षित .फाइनल असेंबलिंग और टेस्टिंग के कुल मूल्य का वेटेज सीसीटीवी कैमरा (आईपी) के कुल बीओएम के 10% से अधिक नहीं होगा.</td></tr>
</table>

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

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

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

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

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

<table>
<tr><th>क्रम सं.</th><th>बीओएम में मुख्य इनपुट / सीसीटीवी कैमरा (एनालॉग स्पीड डोम) के निर्माण के लिए चरण</th><th>इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए आवश्यक मूल्य संवर्धन</th></tr>
<tr><td></td><td>(1)</td><td>(2)</td></tr>
<tr><td>1.0</td><td>मुख्य नियंत्रक बोर्ड*</td><td rowspan="3">सेमीकंडक्टर के मूल्य सहित ** और बेयर पीसीबी के मूल्य को छोड़कर घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण. हालांकि, वैकल्पिक बोर्डों के साथ/के बिना मुख्य नियंत्रक बोर्ड/मुख्य पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के 10% से अधिक नहीं होगा</td></tr>
<tr><td>(i)</td><td>आई /ओ बोर्ड (वैकल्पिक)</td></tr>
<tr><td>(ii)</td><td>इन्फ्रारेड (आईआर) बोर्ड (वैकल्पिक)</td></tr>
<tr><td>2.0</td><td>बेयर पीसीबी</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के 5% से अधिक नहीं होगा</td></tr>
<tr><td>3.0</td><td>इनहाउस आर एंड डी#</td><td>घरेलू/इन हाउस आर एंड डी में स्वयं अपने संसाधन/विशेषज्ञता का उपयोग कर नये उत्पादों, प्रक्रियाओं, प्रौद्योगिकीयों या समाधानों के विकास के लिए वैज्ञानिक अनुसंधान, प्रयोग, प्रोटोटाइपिंग और परीक्षण अथवा भारत में वैज्ञानिक और औद्योगिक अनुसंधान विभाग (डीएसआईआर) के साथ पंजीकृत आर एंड डी इकाई के साथ कानूनी अनुबंध शामिल है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
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</table></td></tr>
<tr><td>4.0</td><td>इन-हाउस डिजाइन/आईपीआर#</td><td>घरेलू/इन हाउस डिज़ाइनिंग में संगठन के अपने संसाधन/विषेशज्ञता का प्रयोग कर अपनी फैसिलिटी में ही डिज़ाइन पद्धतियों सेवाओं या समाधानों की प्रक्रिया अथवा भारत में तृतीय पक्षकार के साथ कानूनी अनुबंध शामिल हैं। भारत में बौद्धिक संपदा अधिकार (आईपीआर) के तहत कोई भी पेटेंट, ट्रेडमार्क, कॉपीराइट और व्यापार रहस्य उनकी रचनाओं या आविष्कारों के डिजाइन के पक्ष में कानूनी स्वामित्व स्थापित करता है। इसके वेटेज की गणना संबंधित वित्तीय वर्ष में घरेलू बीओएम के प्रतिशत के आधार पर की जाएगी जैसा कि नीचे दी गई तालिका में उल्लिखित है।
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</table></td></tr>
<tr><td>5.0</td><td>हाउसिंग (प्लास्टिक/एल्यूमीनियम/एमएस) और</td><td>घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। हाउसिंग और कैमरा माउंट के लिए इनपुट के कुल मूल्य का वेटेज सीसीटीवी कैमरा (एएसडी) के कुल बीओएम के</td></tr>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<tr><th>क्रम सं.</th><th>बीओएम में मुख्य इनपुट / डीवीआर/एनवीआर के निर्माण के लिए चरण</th><th>इनपुट को घरेलू बीओएम के रूप में वर्गीकृत करने के लिए आवश्यक मूल्य संवर्धन/स्थानीय सामग्री</th></tr>
<tr><td></td><td>(1)</td><td>(2)</td></tr>
<tr><td>1.0</td><td>मुख्य पीसीबी*</td><td rowspan="3">सेमीकंडक्टर के मूल्य सहित ** और बेयर पीसीबी के मूल्य को छोड़कर घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण. तथापि, वैकल्पिक बोर्डों के साथ/के बिना मुख्य पीसीबी के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 10 % से अधिक नहीं होगा.</td></tr>
<tr><td>(i)</td><td>फ्रंट पैनल और एलईडी बोर्ड (वैकल्पिक)</td></tr>
<tr><td>(ii)</td><td>आई/ओ बोर्ड (वैकल्पिक)</td></tr>
<tr><td>2.0</td><td>बेयर पीसीबी</td><td>घरेलू रूप से विनिर्मित इनपुट से घरेलू रूप से निर्मित। बेयर पीसीबी के कुल मूल्य का वेटेज सीसीटीवी कैमरा (डीवीआर / एनवीआर) के कुल बीओएम के 5% से अधिक नहीं होगा.</td></tr>
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		7%	10%	12%
5.0	हाउसिंग (प्लास्टिक / एल्यूमीनियम / एमएस) और कैमरा माउंट	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। आवास और कैमरा माउंट के लिए इनपुट के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 5% से अधिक नहीं होगा।		
6.0	कनेक्टिंग केबल, कनेक्टर्स और यूएसबी माउस	घरेलू रूप से निर्मित इनपुट से घरेलू रूप से निर्मित। कनेक्टिंग केबल, कनेक्टर्स और यूएसबी माउस के लिए इनपुट के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 5% से अधिक नहीं होगा।		
7.0	रिमोट कंट्रोल	घरेलू असेंबली * और आयातित/घरेलू रूप से निर्मित कलपुर्जो और संघटकों से परीक्षण इस शर्त के अधीन है कि "रिमोट कंट्रोल" की असेंबली में उपयोग किए जाने वाले घरेलू रूप से निर्मित कलपुर्जो और संघटकों का मूल्य वर्ष 2 में न्यूनतम 20% होगा ("रिमोट कंट्रोल" के निर्माण में उपयोग किए जाने वाले कलपुर्जो और संघटकों के कुल मूल्य का), जो वित्तीय वर्ष 2025-26, 2026-27 और 2027-28 से आगे क्रमशः न्यूनतम 30%, 40% और 50% तक बढ़ जाएगा ।		
8.0	पावर एडाप्टर	घरेलू पीसीबी असेम्बली * और आयातित / घरेलू रूप से निर्मित कलपुर्जो और संघटकों से अंतिम असेम्बली और परीक्षण, बशर्ते कि "पावर एडाप्टर" की असेम्बली में इस्तेमाल घरेलू रूप से निर्मित कलपुर्जो और संघटकों का मूल्य न्यूनतम 40%होगा ("पावर एडाप्टर" के निर्माण में इस्तेमाल कलपुर्जो और संघटकों के कुल मूल्य का). हालांकि, "पावर एडाप्टर" के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 5% से अधिक नहीं होगा।		
9.0	अंतिम असेम्बली और परीक्षण	समय-समय पर अधिसूचित वेटेज भारतीय मानकों को पूरा करने वाले घरेलू रूप से असेम्बल / परीक्षित. अंतिम संयोजन और परीक्षण के कुल मूल्य का वेटेज डीवीआर/एनवीआर के कुल बीओएम के 10% से अधिक नहीं होगा।		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. स्थानीय सामग्री/घरेलू मूल्यवृद्धि का सत्यापन

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

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

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

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

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

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

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

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

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

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

आशा नांगिया, समूह समन्वयक और वैज्ञानिक 'जी'

परिशिष्ट 'क'

सीसीटीवी की सुरक्षा के लिए अनिवार्य आवश्यकता

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

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

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW DIVISION)

NOTIFICATION

New Delhi, the: 6th March, 2024

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

Reference:

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

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

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

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

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

3. For the purpose of this notification:

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

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

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

4.1 Video Surveillance System

Definition:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

		prototyping and testing for development of new products, process, technologies, or solutions using its own resources/expertise or legal contract with R&D unit registered with *Department of Scientific and Industrial Research (DSIR)* in India. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:

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

5.0	In-house Design/IPR #	Domestically/In-house Designing involves the process of design practices, services, or solutions within the organization's own facilities, using its own resources/expertise or legal contract with third party in India. Any patents, trademarks, copyrights, and trade secrets registered under Intellectual Property Rights (IPR) in India in favor of the design for their creations or inventions establishes legal ownership. The weightage of this will be calculated based on the percentage of the domestic BOM in respective Financial Year as mentioned in below table.:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Procedure for calculating local content/ domestic value addition

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

a) Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b) Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c) Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

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

a) Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

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

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

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

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

11. Verification of local content/ Domestic Value Addition

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

11.2. In cases of procurement for a value in excess of Rs.10 crore, the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

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

11.6. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred as per Rule 151 (iii) of the General Financial Rules along with such other provisions of bidding, debarment by a single Ministry/Department and revocation of orders as per the Department of Expenditure O.M-No. F.1/20/2018-PPD dated 2nd Nov, 2021 may be permissible under law amended from time to time.

12. MeitY shall be the Nodal Ministry to monitor the implementation of the Electronic Products notifications. In case of any dispute/clarifications against the decision given by STQC, a committee is constituted with the following

compositions for verification/vetting the complaints, independent verification of self-declarations and auditor's/accountant's certificates on random basis, restrictive and discriminating terms and conditions against the domestic manufactures of Electronics Products(s): -

i)	Group Coordinator/Scientist- 'G' (IPHW)	-	Chairperson
ii)	Scientist-'G'/Scientist-'F' from STQC	-	Member
iii)	Scientist- 'E' or above from Cert-In/Cyber Division	-	Member
vi)	Any other member(s) as co-opted by the Chairperson	-	Member
v)	Representative from IPHW Division	-	Member Secretary

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

[F. No. W-43/11/2021-IPHW]

ASHA NANGIA, Group Coordinator & Scientist 'G'

Appendix 'A'

Essential Requirement(s) for Security of CCTV

Securing a CCTV (Closed-Circuit Television) system is crucial to protect sensitive information and ensure the system operates effectively. Key areas of testing include exposed network services, device communication protocols, physical access to the device's UART, JTAG, SWD, etc., the ability to extract memory and firmware, firmware update process security and storage and encryption of data. Here are brief requirements for the security of a CCTV system:

1) Physical Security - Use tamper-resistant camera enclosures and locking mechanisms to deter physical tampering.
2) Access Control by Authentication, Role-Based Access Control (RBAC) and regularly review and update access permissions to reflect personnel changes.
3) Network Security by employing encryption of data transmission
4) Software Security by Regular Updates, Disable Unused Features and Strong Password Policies
5) Penetration Testing: Employ penetration testing to assess the system's resistance to cyberattacks and address vulnerabilities.

Essential Security Requirements

Sr. No.	Category	Testing Parameter	What to be tested	Documents Required
1)	Hardware Level Security Parameter (supported by software)	1.1 Verify that application layer debugging interfaces such USB, UART, and other serial variants are disabled or protected by a complex password.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of	1. Datasheet of the SoC being used in the device. 2. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. 3. Process flow of the Manufacturing/Provisioning of the device

			OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware based debuggers and access control mechanisms in case the interface is enabled. 4. Process audit of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host microcontroller and its interactions with various sub components/peripherals.]	
		1.2 Verify that cryptographic keys and certificates are unique to each individual device.	Identifying all the keys and certificates being used in the device eco-system and verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	1. List of all keys and certificates being used in the device ecosystem 2. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation)
		1.3 Verify that on-chip debugging interfaces such as JTAG or SWD are disabled or that available protection mechanism is enabled and configured appropriately.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of OEM team, to verify the enabling/disabling of all the	1. Datasheet of the SoC being used in the device. 2. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. 3. Process flow of the Manufacturing/Provisioning of the device

			ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware based debuggers and access control mechanisms in case the interface is enabled. 4. Process audit of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host microcontroller and its interactions with various sub components/peripherals.]	
		1.4 Verify that trusted execution is implemented and enabled, if available on the device SoC or CPU.	Identifying whether TEE/SE/TPM is available or not in the device through the SoC datasheet and technical documentation submitted by the vendor. Further assessment is done on the basis of scenarios as applicable to device as defined below: **CASE 1: TEE/SE/TPM is not available:** No further assessment **CASE 2: TEE/SE/TPM is available and enabled:** Verification through code-review that crypto functions are called through TEE/SE/TPM APIs. **CASE 3: TEE/SE/TPM is available but not enabled by the vendor:** Termed as non-conformance to the requirement. OEM is required to enable and implement the TEE/SE/TPM.	1. Datasheet of the SoC being used in the device. 2. User manual/ Technical specifications of the device 3. Code snippets of the TEE API call, wherever applicable
		1.5 Verify that sensitive data, private keys and certificates are stored securely in a Secure Element, TPM,	Identifying all the keys and certificates being used in the device eco-system, sensitive data and their storage mechanism(s); and verification through:	1. List of all keys and certificates being used in the device ecosystem 2. List of all the sensitive data with their intended usage and secure storage

		TEE (Trusted Execution Environment), or protected using strong cryptography.	• Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	mechanism(s) as implemented along with secure configurations to be enabled in the device. 3. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation) private keys and certificates.
		1.6Verify the presence of tamper resistance and/or tamper detection features.	Testing, in presence of OEM team, to verify the measures implemented in the device to prevent software and hardware tampering.	1. Measures available in the device to prevent software tampering. 2. Measures available in the device to prevent hardware tampering.
		1.7 Verify that any available Intellectual Property protection technologies provided by the chip manufacturer are enabled.	Testing, in presence of OEM team, to verify the enabling of the Intellectual Property protection technologies provided by the chip manufacturer, if available.	1. Datasheet of the SoC 2. Documentation regarding the Intellectual Property protection technologies provided by the chip manufacturer which have been enabled. 3. In case, no Intellectual Property protection technologies are being provided by the chip manufacturer, then a declaration stating the same.
		1.8 Verify the device validates the boot image signature before loading.	Testing, in presence of OEM team, to verify the following: 1. Device boots up successfully with the documented secure boot process when a valid boot image is provided. 2. Device does not boot up when a tampered boot image (like with missing signature, invalid signature) is provided.	1. Datasheet of the SoC 2.Technical specifications of the device regarding secure boot (should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.)
		1.9 Verify usage of cryptographically secure pseudo-random number generator on embedded device (e.g., using chip-provided random number	Verification of the documentation provided by the vendor regarding the random number generators being used in the device. Verification through code-review that random number generators or related	Documentation regarding the random generators (either hardware based or software based or both) being used in the device with their intended usage. In case, hardware based random number generators are being used, vendors

		generators).	libraries as applicable are being used in the device.	shall submit the following: 1. Datasheet of the SoC 2. Technical specifications of the device regarding random generators In case, software based random number generators are being used, vendors shall provide the libraries being used for the same.
2)	Software/Firmware	2.1 Verify that memory protection controls such as ASLR and DEP are enabled by the embedded/IoT operating system, if applicable.	Testing, in presence of OEM team, to verify the declared memory protection controls available and enabled in the device using command line-based tools/commands or any other open-source tool like DEP, EMET tool.	Declaration of the memory protection controls available and enabled in the device.
		2.2 Verify that the firmware apps protect data-in-transit using transport layer security.	1. Verifying that strong encryption algorithms and secure TLS version is supported by the device to establish secure communication. 2. Verifying that device properly validates the server's TLS certificate to ensure that it is trusted and has not been tampered with. 3. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites. 4. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 5. Verifying that theTLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	Specifications and documentation related to the configurations available in the applications and firmware related to transport layer security.
		2.3 Verify that the firmware apps validate the digital signature of server connections.	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital	Document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the

			signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device. 2. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites. 3. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 4. Verifying that TLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	server connections.
		2.4 Verify that any use of banned C functions are replaced with the appropriate safe equivalent functions.	Secure code review [both automated and manual], in presence of OEM team, using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency.	1. Firmware binaries for code review. 2. Internal code review reports

			3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	
		2.5 Verify that each firmware maintains a software bill of materials cataloging third party components, versioning, and published vulnerabilities.	Verification of the submitted list of third-party components by running automated tools like FACT on the firmware. Identifying vulnerabilities in the third-party component(s) through publically available vulnerability databases Verification and validation of the process defined by the vendor for providing regular security updates and patches for the firmware to address any known vulnerabilities in third-party components.	1. Documentation for information on software bill of materials, including third-party components and versions. 2. Organization process and policies for the following: • Addressing and patching any identified vulnerabilities in third-party components. • Informing the customers about the security issues or vulnerabilities and providing security updates and patches for the same. 3. Configuration management system and related policies for maintaining firmware and third-party binaries, libraries and frameworks along with the patches/fixes issued to the devices.
		2.6 Verify all code including third-party binaries, libraries, frameworks are reviewed for hardcoded credentials (backdoors).	Independent secure code review [both automated and manual] using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems.	1. Firmware binaries for code review. 2. Internal code review reports

			[Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency. 3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	
		2.7 Verify that the firmware apps pin the digital signature to a trusted server(s).	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device.	Document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections.
		2.8 Verify security controls are in place to hinder firmware reverse engineering (e.g.removal of verbose debugging symbols).	Testing, in presence of OEM team, to verify the security controls as provided by the vendor to hinder firmware reverse engineering.	Documentation regarding the security controls in place to hinder firmware reverse engineering.
		2.9 Verify that	Testing, in presence of	Measures implemented in

		the firmware update process is not vulnerable to time-of-check vs time-of-use attacks.	OEM team, to verify the measures implemented in the device to make it resistant to time-of-check vs.time-of-use attacks.	the device to make it resistant to time-of-check vs. time-of-use attacks.
		2.10 Verify the device uses code signing and validates firmware upgrade files before installing.	Testing, in presence of OEM team, to verify the following: i) Device gets successfully updated with the documented secure upgrade process when a valid update package is provided. ii) Device does not boot up when a tampered update package (like with missing signature, invalid signature) is provided.	Process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.
		2.11 Verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Testing, in presence of OEM team, to verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.
		2.12 Verify that firmware can perform automatic firmware updates upon a predefined schedule.	Verification shall be done as per the applicable scenario: **Case 1: Automatic OTA updates are available:** A standard operating procedure for issuing automatic updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement. **Case 2: Automatic OTA updates are not available and vendor provides manual updates:** A standard operating procedure for issuing manual updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the	1. Modes of updates available i.e. automatic, manual or both. 2. Organizational process and policies regarding the issuing of updates to the devices.

			evaluation agency as per C20, C21 and C22 security requirement.	
3)	Secure Process Conformance	3.1 Verify that wireless communications are mutually authenticated.	Testing, in presence of OEM team, to verify the process of mutual authentication as laid down in the documentation by the vendor.	The documentation regarding the process of mutual authentication as implemented in the device when wireless communications are initiated. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.2 Verify that wireless communications are sent over an encrypted channel.	Identifying all the security mechanisms being used in the communication process verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	Documentation regarding the security measures implemented in the device to prevent tampering of the data being sent through wireless mode of communication. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.3 Verify that whether trusted sources are being used for sourcing the components of the device i.e. trusted supply chain through a managed Bill of materials for critical hardware components (related to security functions like SoC) is in use.		Bill of materials for critical hardware components (related to security functions like SoC).
		3.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption,		Supply chain risk identification, assessment, prioritization, and mitigation documents. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents.

		post-incident summary documents need to be submitted and demonstrate the same.		
		3.5 Verify the no proprietary network protocols are being used in the device. If yes, then complete implementation details and the source code for the same shall be provided.		Document for Network protocols used in the device.
4)	Security Conformance at product development stage	4.1 Design and architecture details till the PCBA and SoC level to be provided to aid in counterfeit mitigation and malware detection.		Design and architecture documents till the PCBA and SoC level.
		4.2 Threat mitigation strategies for tainted and counterfeit products shall be implemented as part of product development.	Process and method artifacts need to be submitted and demonstrate the same.	
		4.3 One or more up-to-date malware detection tools shall be deployed as part of the code acceptance and development processes. Malware detection techniques shall be used before final packaging and delivery (e.g., scanning finished products and components for malware using one or more up-to-date	List of components that have been identified as requiring tracking targets of tainting/counterfeiting, CM tool. Quality assurance process need to be submitted and demonstrate the same.	

		malware detection tools).		
		4.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted.		Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents need to be submitted and demonstrate the same.

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EXTRAORDINARY

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इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(आईपीएचडब्ल्यू प्रभाग)

आदेश

नई दिल्ली, 9 अप्रैल, 2024

विषय: "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल में संशोधन" (अनिवार्य पंजीकरण की आवश्यकता) आदेश, 2021"

का.आ. 1652(अ).—भारतीय मानक ब्यूरो अधिनियम, 2016, (2016 का 11) की धारा 25 की उपधारा (3) के साथ पठित धारा 16 की उप-धारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार का यह मत है कि सार्वजनिक हित में ऐसा करना आवश्यक या समीचीन है, इसके द्वारा "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल (अनिवार्य पंजीकरण के लिए आवश्यकताएं) आदेश, 2021" में निम्नलिखित संशोधन किए जाते हैं:

2. सी.सी.टी.बी. कैमरे हेतु, कॉलम (5) की निम्नलिखित प्रविष्टि को "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल (अनिवार्य पंजीकरण के लिए आवश्यकताएं) आदेश, 2021 की अनुसूची में क्रम संख्या 41 पर जोड़ा जाएगा।

क्रमांक (1)	माल या सामान (2)	भारतीय मानक (3)	भारतीय मानक का शीर्षक (4)	अपेक्षित आवश्यकता (आवश्यकताएँ) (5)
41	सीसीटीवी कैमरा	आईएस 13252 : भाग 1 : 2010	सूचना तकनीकी उपकरण - सुरक्षा सामान्य आवश्यकताएं--	अनुलग्नक के अनुसार सीसीटीवी हेतु अनिवार्य आवश्यकता (आवश्यकताएँ)

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3. "इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी माल (अनिवार्य पंजीकरण के लिए आवश्यकताएं) आदेश, 2021" के प्रावधान इस अधिसूचना के आधार पर उक्त आदेश की अनुसूची में जोड़े गए कॉलम (2) में निर्दिष्ट माल या सामान पर आधिकारिक राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से छह महीने की समाप्ति पर, कॉलम (5) में निर्दिष्ट किए गए संबंधित अपेक्षित आवश्यकताओं के अनुरूप लागू होंगे। बीआईएस अनुरूपता मूल्यांकन विनियम, 2018 की योजना II के अनुसार बीआईएस मान्यता प्राप्त प्रयोगशालाओं से परीक्षण रिपोर्ट जमा करना मानक चिन्ह का उपयोग करने के लिए लाइसेंस प्राप्त करने हेतु एक पूर्व-आवश्यकता होगी।

[फा.सं. डब्ल्यू-43/11/2021-आईपीएचडब्ल्यू]
आशा नांगिया, समूह समन्वयक और वैज्ञानिक 'जी'

अनुलग्नक

सीसीटीवी की सुरक्षा के लिए अनिवार्य आवश्यकता

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

1. भौतिक सुरक्षा - भौतिक छेड़छाड़ को रोकने के लिए छेड़छाड़-प्रतिरोधी कैमरा एन्क्लोज़र और लॉकिंग तंत्र का उपयोग करें।
2. प्रमाणीकरण द्वारा अभिगम नियंत्रण, भूमिका-आधारित अभिगम नियंत्रण (आरबीएसी) और कर्मियों के परिवर्तनों को प्रतिबिंबित करने के लिए अभिगम अनुमतियों की नियमित रूप से समीक्षा और अद्यतनीकरण ।
3. डेटा ट्रांसमिशन के एन्क्रिप्शन को नियोजित करके नेटवर्क सुरक्षा
4. नियमित अपडेट द्वारा सॉफ़्टवेयर सुरक्षा, अप्रयुक्त सुविधाओं को अक्षम करना और सुदृढ़ पासवर्ड नीतियाँ
5. पेनीट्रेशन परीक्षण: साइबर हमलों के लिए सिस्टम के प्रतिरोध का आकलन करने और कमजोरियों को दूर करने के लिए पेनीट्रेशन परीक्षण को नियोजित करें।

अनिवार्य सुरक्षा आवश्यकताएँ

क्रमांक	वर्ग	परीक्षण पैरामीटर	क्या परीक्षण किया जाए	अपेक्षित दस्तावेज़
	हार्डवेयर स्तर सुरक्षा पैरामीटर (सॉफ़्टवेयर द्वारा समर्थित)	1.1 एक जटिल पासवर्ड द्वारा यह सत्यापित करें कि एप्लिकेशन लेयर डिबगिंग इंटरफ़ेस जैसे यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट अक्षम या संरक्षित हैं।	1. परीक्षण के तहत डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट के माध्यम से यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस की उपलब्धता की पहचान करना 2. विक्रेता दस्तावेज़ीकरण में घोषित की गई सुरक्षा के लिए उत्पादन उपकरणों और संबंधित पहुंच नियंत्रण तंत्र में सक्षम पोर्ट/इंटरफ़ेस का सत्यापन और वेधता हार्डवेयर आधारित डिबगर्स और एक्सेस कंट्रोल तंत्र का उपयोग करके सभी पोर्ट और यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस को सक्षम/अक्षम करने को सत्यापित करने के लिए ओईएम	विक्रेता द्वारा निम्नलिखित को उपलब्ध करना होगा: 1. डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट। 2. उत्पादन उपकरणों में सक्षम पोर्ट/इंटरफ़ेस से संबंधित दस्तावेज़ीकरण और उसकी सुरक्षा के लिए संबंधित एक्सेस नियंत्रण तंत्र। 3. डिवाइस के विनिर्माण/प्रावधान की प्रक्रिया प्रवाह

			टीम की उपस्थिति में परीक्षण। 4. डिबगिंग इंटरफेस के बारे में विक्रेता के दावे को मान्य करने के लिए विनिर्माण सुविधा की प्रक्रिया लेखा परीक्षा जो प्रावधान के दौरान बंद/अक्षम हैं। [उदाहरण के लिए, ब्लॉक कनेक्शन आरेख के माध्यम से होस्ट माइक्रोकंट्रोलर के बीच पिन कनेक्शन और विभिन्न उप घटकों/परिधीय के साथ इसकी बातचीत को दर्शाया गया है।]	
		1.2 सत्यापित करें कि क्रिप्टोग्राफ़िक कुंजी और प्रमाणपत्र प्रत्येक व्यक्तिगत डिवाइस के लिए अद्वितीय हैं।	डिवाइस इको-सिस्टम में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की पहचान करना और इनके माध्यम से सत्यापन करना: ओईएम टीम की उपस्थिति में परीक्षण कोड समीक्षा कुंजी-जीवन चक्र प्रक्रिया संबंधी प्रक्रिया लेखा परीक्षा	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. डिवाइस इकोसिस्टम में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की सूची 2. मुख्य प्रबंधन जीवन चक्र (उद्देश्य, उत्पादन, भंडारण, विनाश/शून्यीकरण, वैधता, कुंजी परिवर्तन/रोटेशन)
		1.3 सत्यापित करें कि जेटीएजी या एसडबल्यूडी जैसे ऑन-चिप डिबगिंग इंटरफ़ेस अक्षम हैं या उपलब्ध सुरक्षा तंत्र सक्षम और उचित रूप से कॉन्फ़िगर किया गया है।	1. परीक्षण के तहत डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट के माध्यम से यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस की उपलब्धता की पहचान करना 2. विक्रेता दस्तावेज़ में घोषित की गई सुरक्षा के लिए उत्पादन उपकरणों और संबंधित पहुंच नियंत्रण तंत्र में सक्षम पोर्ट/इंटरफ़ेस का सत्यापन और वेधता 3. इंटरफ़ेस सक्षम होने की स्थिति में उनके प्रासंगिक हार्डवेयर आधारित डिबगर्स और एक्सेस कंट्रोल तंत्र का उपयोग करके सभी पोर्ट और यूएसबी, यूएआरटी और अन्य सीरियल वेरिएंट जैसे डिबगिंग इंटरफेस को सक्षम/अक्षम करने को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण। 4. डिबगिंग इंटरफेस के बारे में विक्रेता के दावे को मान्य करने के लिए विनिर्माण सुविधा की प्रक्रिया लेखा परीक्षा जो प्रावधान	विक्रेता द्वारा निम्नलिखित को उपलब्ध करना होगा: 1. डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट। 2. उत्पादन उपकरणों में सक्षम पोर्ट/इंटरफ़ेस से संबंधित दस्तावेज़ीकरण और उसकी सुरक्षा के लिए संबंधित एक्सेस नियंत्रण तंत्र। 3. डिवाइस के विनिर्माण/प्रावधान की प्रक्रिया प्रवाह

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			के दौरान बंद/अक्षम हैं। [उदाहरण के लिए, ब्लॉक कनेक्शन आरेख के माध्यम से होस्ट माइक्रोकंट्रोलर के बीच पिन कनेक्शन और विभिन्न उप घटकों/परिधीय के साथ इसकी बातचीत को दर्शाया गया है।]	
		1.4 सत्यापित करें कि विश्वसनीय निष्पादन लागू और सक्षम है, यदि डिवाइस एसओसी या सीपीयू पर उपलब्ध है।	विक्रेता द्वारा प्रस्तुत एसओसी डेटाशीट और तकनीकी दस्तावेज के माध्यम से डिवाइस में टीईई/एसई/टीपीएम उपलब्ध है या नहीं, इसकी पहचान करना। आगे का मूल्यांकन डिवाइस पर लागू परिदृश्यों के आधार पर किया जाता है जैसा कि नीचे परिभाषित किया गया है: **स्थिति 1: टीईई/एसई/टीपीएम उपलब्ध नहीं है:** कोई और अग्रिम मूल्यांकन नहीं **स्थिति 2: टीईई/एसई/टीपीएम उपलब्ध और सक्षम है:** कोड-समीक्षा के माध्यम से सत्यापन कि क्रिप्टो फ़ंक्शन को टीईई/एसई/टीपीएम एपीआई के माध्यम से बुलाया जाता है। **स्थिति 3: टीईई/एसई/टीपीएम उपलब्ध है लेकिन विक्रेता द्वारा सक्षम नहीं किया गया है:** आवश्यकता के अनुरूप न होने के रूप में करार दिया गया। टीईई/एसई/टीपीएम को सक्षम और कार्यान्वित करने के लिए ओईएम की आवश्यकता होती है।	विक्रेता द्वारा निम्नलिखित को उपलब्ध कराना होगा: 1. डिवाइस में उपयोग किए जा रहे एसओसी की डेटाशीट। 2. डिवाइस का उपयोगकर्ता मैनुअल/तकनीकी विनिर्देश 3. टीईई एपीआई कॉल के कोड स्निपेट, जहां भी लागू हो
		1.5 सत्यापित करें कि संवेदनशील डेटा, निजी कुंजियाँ और प्रमाणपत्र एक सुरक्षित तत्व, टीपीएम, टीईई (विश्वसनीय निष्पादन पर्यावरण) में सुरक्षित रूप से संग्रहीत हैं, या सुदृढ़ क्रिप्टोग्राफी का उपयोग करके संरक्षित हैं।	डिवाइस इको-सिस्टम, संवेदनशील डेटा और उनके भंडारण तंत्र में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की पहचान करना; और इसके माध्यम से सत्यापन करना : • ओईएम टीम की उपस्थिति में परीक्षण • कोड समीक्षा • कुंजी-जीवन चक्र प्रक्रिया संबंधी प्रक्रिया लेखा परीक्षा	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. डिवाइस इकोसिस्टम में उपयोग की जा रही सभी कुंजियों और प्रमाणपत्रों की सूची 2. डिवाइस में सक्षम किए जाने वाले सुरक्षित कॉन्फ़िगरेशन के साथ कार्यान्वित सभी संवेदनशील डेटा की उनके इच्छित उपयोग और सुरक्षित भंडारण तंत्र (ओं) के साथ सूची। 3. मुख्य प्रबंधन जीवन चक्र (उद्देश्य, उत्पादन, भंडारण, विनाश/शून्यीकरण, वैधता, कुंजी परिवर्तन/रोटेशन) निजी कुंजी

				और प्रमाणपत्र।
		1.6 टैम्पर रेसिस्टेंस और/या टैम्पर का पता लगाने वाली सुविधाओं की उपस्थिति सत्यापित करें।	सॉफ़्टवेयर और हार्डवेयर से टैंपरिंग को रोकने के लिए डिवाइस में लागू किए गए उपायों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. सॉफ्टवेयर से टैंपरिंग रोकने के लिए डिवाइस संबंधी उपलब्ध उपाय। 2. हार्डवेयर से टैंपरिंग रोकने के लिए डिवाइस संबंधी उपलब्ध उपाय।
		1.7 चिप निर्माता द्वारा प्रदान की गई कोई भी उपलब्ध बौद्धिक संपदा सुरक्षा तकनीक सक्षम है।	यदि उपलब्ध हो तो चिप निर्माता द्वारा प्रदान की गई बौद्धिक संपदा सुरक्षा तकनीकों को सक्षम करने के लिए ओईएम टीम की उपस्थिति में परीक्षण।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. एसओसी की डेटाशीट 2. चिप निर्माता द्वारा प्रदान की गई बौद्धिक संपदा संरक्षण प्रौद्योगिकियों के संबंध में दस्तावेज़ीकरण, जिन्हें सक्षम किया गया है। 3. यदि चिप निर्माता द्वारा कोई बौद्धिक संपदा संरक्षण तकनीक प्रदान नहीं की जा रही है, तो एक घोषणा जिसमें समरूप बात हो।
		1.8 सत्यापित करें कि डिवाइस लोड करने से पहले बूट छवि हस्ताक्षर को सत्यापित करता है।	निम्नलिखित को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना : 1. वैध बूट छवि प्रदान किए जाने पर डिवाइस दस्तावेज़ीकृत सुरक्षित बूट प्रक्रिया के साथ सफलतापूर्वक बूट हो जाता है। 2. छेड़छाड़ की गई बूट छवि (जैसे मिसिंग हस्ताक्षर, अमान्य हस्ताक्षर) प्रदान किए जाने पर डिवाइस बूट नहीं होता है।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. एसओसी की डेटाशीट 2. सुरक्षित बूट के संबंध में डिवाइस के तकनीकी विनिर्देश (इसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र ', हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए।)
		1.9 एम्बेडेड डिवाइस पर क्रिप्टोग्राफ़िक रूप से सुरक्षित छद्म-यादृच्छिक संख्या जनरेटर के उपयोग को सत्यापित करें (उदाहरण के लिए, चिप-प्रदत्त यादृच्छिक संख्या जनरेटर का उपयोग करके)।	डिवाइस में उपयोग किए जा रहे यादृच्छिक संख्या जनरेटर के संबंध में विक्रेता द्वारा प्रदान किए गए दस्तावेज़ का सत्यापन करना। कोड-समीक्षा के माध्यम से सत्यापन कि डिवाइस में यादृच्छिक संख्या जनरेटर या संबंधित लाइब्रेरी का उपयोग किया जा रहा है।	विक्रेता को अपने इच्छित उपयोग के साथ डिवाइस में उपयोग किए जा रहे यादृच्छिक जेनरेटर (या तो हार्डवेयर आधारित या सॉफ़्टवेयर आधारित या दोनों) के संबंध में दस्तावेज़ प्रस्तुत करना होगा। यदि हार्डवेयर आधारित यादृच्छिक संख्या जनरेटर का उपयोग किया जा रहा है, तो विक्रेताओं को निम्नलिखित प्रस्तुत करना होगा: 1. एसओसी की डेटाशीट 2. यादृच्छिक जनरेटर के संबंध में डिवाइस की तकनीकी विशिष्टताएँ यदि सॉफ्टवेयर आधारित

				यादृच्छिक संख्या जनरेटर का उपयोग किया जा रहा है, तो विक्रेताओं को इसके लिए उपयोग की जाने वाली लाइब्रेरी प्रदान करनी होगी।
2.	सॉफ्टवेयर/फर्मवेयर	2.1 सत्यापित करें कि एएसएलआर और डीईपी जैसे मेमोरी सुरक्षा नियंत्रण एम्बेडेड/आईओटी ऑपरेटिंग सिस्टम द्वारा सक्षम हैं, यदि लागू हो।	कमांड लाइन-आधारित टूल/कमांड या डीईपी, ईएमईटी टूल जैसे किसी अन्य ओपन-सोर्स टूल का उपयोग करके डिवाइस में उपलब्ध और सक्षम घोषित मेमोरी सुरक्षा नियंत्रणों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना।	विक्रेता को डिवाइस में उपलब्ध और सक्षम मेमोरी सुरक्षा नियंत्रणों की घोषणा प्रस्तुत करनी होगी।
		2.2 सत्यापित करें कि फ़र्मवेयर ऐप्स ट्रांसपोर्ट लेयर सुरक्षा का उपयोग करके ट्रांज़िट में डेटा की सुरक्षा करते हैं।	1. यह सत्यापित करना कि सुरक्षित संचार स्थापित करने के लिए सुदृढ़ एन्क्रिप्शन एल्गोरिदम और सुरक्षित टीएलएस संस्करण डिवाइस द्वारा समर्थित है। 2. यह सत्यापित करना कि डिवाइस सर्वर के टीएलएस प्रमाणपत्र को ठीक से मान्य करता है ताकि यह सुनिश्चित हो सके कि यह विश्वसनीय है और इसके साथ छेड़छाड़ नहीं की गई है। 3. सुभेद्यताओं का परीक्षण जो टीएलएस कनेक्शन की सुरक्षा को प्रभावित कर सकता है जैसे पैडिंग ऑरिकल हमले, या सुभेद्य सिफर सुइट्स। 4. खुले पॉर्ट्स की पहचान करने के लिए एनएमएपी जैसे टूल का उपयोग करना जिसके माध्यम से डिवाइस तक पहुंचा जा सकता है जिससे अनपेक्षित डेटा पुनर्प्राप्ति हो सकती है। 5. यह सत्यापित करना कि टीएलएस सत्र बर्पसुइट जैसे टूल का उपयोग करके मैन-इन-द-मिडिल हमलों का उपयोग करके नेटवर्क ट्रैफ़िक के अवरोधन और डिक्रिप्शन के प्रयासों के लिए प्रतिरोधी हैं।	विक्रेता ट्रांसपोर्ट लेयर सुरक्षा से संबंधित एप्लिकेशन और फर्मवेयर में उपलब्ध कॉन्फ़िगरेशन से संबंधित विनिर्देश और दस्तावेज प्रस्तुत करेगा।
		2.3 सत्यापित करें कि फ़र्मवेयर ऐप्स सर्वर कनेक्शन के डिजिटल हस्ताक्षर को मान्य करते हैं।	1. उन परिदृश्यों की पहचान करना जब डिवाइस बाह्य दुनिया के साथ सर्वर कनेक्शन स्थापित करता है और निम्नलिखित की पुष्टि करता है:	विक्रेता को उपयोग के मामलों का उल्लेख करते हुए एक दस्तावेज़ प्रस्तुत करना होगा जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है, जिसमें सर्वर कनेक्शन के डिजिटल

			• सुरक्षित सर्वर कनेक्शन और डिजिटल हस्ताक्षर सत्यापन से संबंधित सुरक्षा सुविधाएँ, जैसे सुदृढ़ साईफर सुइट्स, सुरक्षित टीएलएस संस्करण, एसएसएल पिनिंग आदि कोड वॉकथ्रू द्वारा समर्थित हैं। • डिवाइस में उचित प्रमाणपत्र सत्यापन, प्रमाणपत्र श्रृंखला सत्यापन और प्रमाणपत्र निरस्तीकरण जांच लागू की जाती हैं। 2. सुभेद्धताओं का परीक्षण जो टीएलएस कनेक्शन की सुरक्षा को प्रभावित कर सकता है जैसे पैडिंग ऑरेकल हमले, या सुभेद्ध सिफर सुइट्स। 3. खुले पोर्ट की पहचान करने के लिए एनएमएपी जैसे टूल का उपयोग करना जिसके माध्यम से डिवाइस तक पहुंचा जा सकता है जिससे अनपेक्षित डेटा पुनर्प्राप्ति हो सकती है। 4. यह सत्यापित करना कि टीएलएस सत्र बर्पसुइट जैसे उपकरणों का उपयोग करके मैन-इन-द-मिडिल हमलों का उपयोग करके नेटवर्क ट्रैफ़िक के अवरोधन और डिक्रिप्शन के प्रयासों के लिए प्रतिरोधी हैं।	हस्ताक्षरों को मान्य करते समय सुरक्षा उपायों के बारे में विस्तृत जानकारी होगी।
		2.4 सत्यापित करें कि प्रतिबंधित सी फ़ंक्शंस के किसी भी उपयोग को उचित सुरक्षित समकक्ष फ़ंक्शंस के साथ बदल दिया गया है।	निम्नलिखित में से किसी भी दृष्टिकोण के माध्यम से लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण का उपयोग करके ओईएम टीम की उपस्थिति में सुरक्षित कोड समीक्षा [स्वचालित और मैन्युअल दोनों]: 1. फ़र्मवेयर कोड के साथ विक्रेता द्वारा मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण को	विक्रेता द्वारा उपलब्ध करना होगा: 1. कोड समीक्षा के लिए फ़र्मवेयर बायनेरिज़। 2. आंतरिक कोड समीक्षा रिपोर्ट

			अपने सिस्टम में स्थापित करना। [अनुशंसित] 2. विक्रेता द्वारा फर्मवेयर कोड और उनके पास उपलब्ध किसी भी लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के प्रतिनिधियों की उपस्थिति में कोड समीक्षा गतिविधि का प्रदर्शन करना। 3. मूल्यांकन एजेंसी को उनके पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण स्थापित करने के लिए विक्रेता साइट पर सिस्टम की रिमोट एक्सेस प्रदान करना। 4. विक्रेताओं के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ फर्मवेयर कोड वाले मूल्यांकन एजेंसी को विक्रेता साइट पर सिस्टम की दूरस्थ अभिगम प्रदान करना।	
		2.5 सत्यापित करें कि प्रत्येक फर्मवेयर तृतीय पक्ष के घटकों, संस्करण और प्रकाशित सुभेद्धताओं को सूचीबद्ध करने वाली सामग्री का एक सॉफ्टवेयर बिल रखता है।	फ़र्मवेयर पर एफ़एसीटी जैसे स्वचालित उपकरण चलाकर तृतीय-पक्ष घटकों की प्रस्तुत सूची का सत्यापन करना। सार्वजनिक रूप से उपलब्ध सुभेद्यता डेटाबेस के माध्यम से तीसरे पक्ष के घटकों में सुभेद्धताओं की पहचान करना तृतीय पक्ष के घटकों में किसी भी ज्ञात सुभेद्धता को दूर करने के लिए फर्मवेयर के लिए नियमित सुरक्षा अपडेट और पैच प्रदान करने के लिए विक्रेता द्वारा परिभाषित प्रक्रिया का सत्यापन और वैधता।	विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा: 1. तृतीय पक्ष के घटकों और संस्करणों सहित सामग्री के सॉफ़्टवेयर बिल की जानकारी के लिए दस्तावेज़ीकरण करना। 2. निम्नलिखित के लिए संगठन प्रक्रिया और नीतियां: • तृतीय पक्ष के घटकों में पहचानी गई किसी भी सुभेद्धता को संबोधित करना और ठीक करना। • ग्राहकों को सुरक्षा मुद्दों या सुभेद्धताओं के बारे में सूचित करना और उसके लिए सुरक्षा अद्यतन और पैच प्रदान करना। 3. उपकरणों के लिए जारी किए गए पैच/फिक्स के साथ फर्मवेयर और तृतीय-पक्ष बाइनरी, लाइब्रेरी और फ्रेमवर्क को बनाए रखने के लिए कॉन्फ़िगरेशन प्रबंधन प्रणाली और संबंधित नीतियां।
		2.6 हार्डकोडेड क्रेडेंशियल्स (बैकडोर) के लिए तृतीय-पक्ष बायनेरिज़, लाइब्रेरीज़,	निम्नलिखित में से किसी भी दृष्टिकोण के माध्यम से लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण का उपयोग करके स्वतंत्र सुरक्षित	विक्रेता द्वारा उपलब्ध करना होगा: 1. कोड समीक्षा के लिए फ़र्मवेयर बायनेरिज़।

		फ्रेमवर्क सहित सभी कोड की समीक्षा की जाती है।	कोड समीक्षा [स्वचालित और मैन्युअल दोनों]: 1. फ़र्मवेयर कोड के साथ विक्रेता द्वारा मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण को अपने सिस्टम में स्थापित करना। [अनुशंसित] 2. विक्रेता द्वारा फर्मवेयर कोड और उनके पास उपलब्ध किसी भी लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के प्रतिनिधियों की उपस्थिति में कोड समीक्षा गतिविधि का प्रदर्शन करना। 3. मूल्यांकन एजेंसी को उनके पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण स्थापित करने के लिए विक्रेता साइट पर सिस्टम की दूरस्थ पहुंच प्रदान करना। 4. विक्रेताओं के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ फर्मवेयर कोड वाले मूल्यांकन एजेंसी को विक्रेता साइट पर सिस्टम की दूरस्थ पहुंच प्रदान करना।	2. आंतरिक कोड समीक्षा रिपोर्ट
		2.7 सत्यापित करें कि फ़र्मवेयर ऐप्स डिजिटल हस्ताक्षर को किसी विश्वसनीय सर्वर पर पिन करते हैं।	1. उन परिदृश्यों की पहचान करना जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है और निम्नलिखित की पुष्टि करता है: • सुरक्षित सर्वर कनेक्शन और डिजिटल हस्ताक्षर सत्यापन से संबंधित सुरक्षा सुविधाएँ, जैसे सुदृढ़ सिफर सुइट्स, सुरक्षित टीएलएस संस्करण, एसएसएल पिनिंग आदि कोड वॉकथ्रू द्वारा समर्थित हैं। • डिवाइस में उचित प्रमाणपत्र सत्यापन, प्रमाणपत्र श्रृंखला सत्यापन और प्रमाणपत्र निरस्तीकरण जांच लागू की जाती हैं	विक्रेता को उपयोग के मामलों का उल्लेख करते हुए एक दस्तावेज़ प्रस्तुत करना होगा जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है, जिसमें सर्वर कनेक्शन के डिजिटल हस्ताक्षरों को मान्य करते समय सुरक्षा उपायों के बारे में विस्तृत जानकारी होगी।

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		2.8 (वर्बोज़ डिबगिंग प्रतीकों को हटाने) में बाधा डालने के लिए सुरक्षा नियंत्रण मौजूद हैं।	फ़र्मवेयर रिवर्स इंजीनियरिंग में बाधा डालने के लिए विक्रेता द्वारा प्रदान किए गए सुरक्षा नियंत्रणों को सत्यापित करने के लिए, ओईएम टीम की उपस्थिति में परीक्षण करना।	फ़र्मवेयर रिवर्स इंजीनियरिंग में बाधा डालने के लिए विक्रेता को सुरक्षा नियंत्रण के संबंध में दस्तावेज़ प्रस्तुत करना होगा।
		2.9 सत्यापित करें कि फ़र्मवेयर अपडेट प्रक्रिया समय जांच बनाम उपयोग के समय के हमलों के प्रति संवेदनशील नहीं है।	डिवाइस में लागू किए गए उपायों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण किया गया, ताकि इसे समय- समय पर उपयोग किए जाने वाले हमलों के प्रति प्रतिरोधी बनाया जा सके।	विक्रेता को डिवाइस में लागू किए गए उपायों को प्रस्तुत करना होगा ताकि इसे समय-जांच बनाम उपयोग के समय के हमलों के प्रति प्रतिरोधी बनाया जा सके।
		2.10 सत्यापित करें कि डिवाइस इंस्टॉल करने से पहले कोड साइनिंग का उपयोग करता है और फ़र्मवेयर अपग्रेड फ़ाइलों को मान्य करता है।	निम्नलिखित को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना : क. वैध अपडेट पैकेज उपलब्ध कराए जाने पर डिवाइस दस्तावेज़ीकृत सुरक्षित अपग्रेड प्रक्रिया के साथ सफलतापूर्वक अपडेट हो जाता है। ख. छेड़छाड़ किए गए अपडेट पैकेज (जैसे मिसिंग हस्ताक्षर, अमान्य हस्ताक्षर) प्रदान किए जाने पर डिवाइस बूट नहीं होता है।	विक्रेता को सुरक्षित फ़र्मवेयर अपग्रेड प्राप्त करने की प्रक्रिया प्रस्तुत करनी होगी जिसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र " , हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए।
		2.11 सत्यापित करें कि डिवाइस को वैध फर्मवेयर के पुराने संस्करण (एंटी-रोलबैक) में डाउनग्रेड नहीं किया जा सकता है।	यह सत्यापित करने के लिए कि डिवाइस को वैध फर्मवेयर के पुराने संस्करणों (एंटी-रोलबैक) में डाउनग्रेड नहीं किया जा सकता है, ओईएम टीम की उपस्थिति में परीक्षण किया जा रहा है।	विक्रेता को सुरक्षित फ़र्मवेयर अपग्रेड प्राप्त करने की प्रक्रिया प्रस्तुत करनी होगी जिसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र " , हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए।
		2.12 सत्यापित करें कि फ़र्मवेयर पूर्वनिर्धारित शेड्यूल पर स्वचालित फ़र्मवेयर अपडेट कर सकता है।	सत्यापन लागू परिदृश्य के अनुसार किया जाएगा: **स्थिति 1: स्वचालित ओटीए अपडेट उपलब्ध हैं:** इन-फील्ड उपकरणों को स्वचालित अपडेट/अपग्रेड जारी करने के लिए एक मानक संचालन प्रक्रिया विक्रेता द्वारा प्रस्तुत की जानी आवश्यक है जिसका मूल्यांकन, मूल्यांकन एजेंसी द्वारा सी20, सी21 और सी22 सुरक्षा आवश्यकता के अनुसार किया जा सकता है।	विक्रेता निम्नलिखित प्रदान करेगा: विक्रेता द्वारा निम्नलिखित को प्रस्तुत कराना होगा: 1. उपलब्ध अपडेट के तरीके यानी स्वचालित, मैन्युअल या दोनों। 2. उपकरणों को अपडेट जारी करने के संबंध में संगठनात्मक प्रक्रिया और नीतियां।

			स्थिति 2: स्वचालित ओटीए अपडेट उपलब्ध नहीं हैं और विक्रेता मैन्युअल अपडेट प्रदान करता है: इन-फील्ड डिवाइसों में मैन्युअल अपडेट/अपग्रेड जारी करने के लिए विक्रेता द्वारा एक मानक संचालन प्रक्रिया प्रस्तुत की जानी आवश्यक है जिसका मूल्यांकन, मूल्यांकन एजेंसी द्वारा सी20, सी21 और सी22 सुरक्षा आवश्यकता के अनुसार किया जा सकता है।	
3.	सुरक्षित प्रक्रिया अनुरूपता	3.1 सत्यापित करें कि वायरलेस संचार परस्पर प्रमाणित हैं।	विक्रेता द्वारा दस्तावेज़ में निर्धारित आपसी प्रमाणीकरण की प्रक्रिया को सत्यापित करने के लिए, ओईएम टीम की उपस्थिति में परीक्षण करना।	विक्रेताओं को वायरलेस संचार शुरू होने पर डिवाइस में लागू पारस्परिक प्रमाणीकरण की प्रक्रिया के संबंध में दस्तावेज़ प्रदान करना होगा। यदि डिवाइस वायरलेस संचार का समर्थन नहीं करता है, तो विक्रेता को इसके लिए एक घोषणा पत्र प्रदान करना होगा।
		3.2 सत्यापित करें कि वायरलेस संचार एक एन्क्रिप्टेड चैनल पर भेजा जाता है।	संचार प्रक्रिया सत्यापन में उपयोग किए जा रहे सभी सुरक्षा तंत्रों की पहचान करना: • ओईएम टीम की उपस्थिति में परीक्षण करना • कोड समीक्षा • कुंजी-जीवन चक्र प्रक्रिया संबंधी प्रक्रिया लेखा परीक्षा लेखा परीक्षा	संचार के वायरलेस मोड के माध्यम से भेजे जाने वाले डेटा से छेड़छाड़ को रोकने के लिए विक्रेताओं को डिवाइस में लागू सुरक्षा उपायों के संबंध में दस्तावेज उपलब्ध कराने होंगे। यदि डिवाइस वायरलेस संचार का समर्थन नहीं करता है, तो विक्रेता को इसके लिए एक घोषणा पत्र प्रदान करना होगा।
		3.3 सत्यापित करें कि क्या डिवाइस के घटकों की सोर्सिंग के लिए विश्वसनीय स्रोतों का उपयोग किया जा रहा है यानी महत्वपूर्ण हार्डवेयर घटकों (एसओसी जैसे सुरक्षा कार्यों से संबंधित) के लिए सामग्रियों के प्रबंधित बिल के माध्यम से विश्वसनीय आपूर्ति श्रृंखला का उपयोग किया जा रहा है।		विक्रेता को महत्वपूर्ण हार्डवेयर घटकों (एसओसी जैसे सुरक्षा कार्यों से संबंधित) के लिए सामग्री का बिल प्रस्तुत करना होगा।
		3.4 आपूर्ति श्रृंखला जोखिम की पहचान,		विक्रेता निम्नलिखित प्रस्तुत करेगा: आपूर्ति श्रृंखला जोखिम की

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		मूल्यांकन, प्राथमिकता और शमन आयोजित किया जाएगा। आपूर्ति शृंखला जोखिम/व्यवसाय निरंतरता योजना नीति दस्तावेज़, आपूर्ति शृंखला व्यवधान को संभालने के तरीके को दर्शाने वाली प्लेबुक, घटना के बाद के सारांश दस्तावेज़ प्रस्तुत करने और उन्हें प्रदर्शित करने की आवश्यकता है।		पहचान, मूल्यांकन, प्राथमिकता और शमन दस्तावेज़। आपूर्ति श्रृंखला जोखिम / व्यापार निरंतरता योजना नीति दस्तावेज, प्लेबुक जो दर्शाती है कि आपूर्ति श्रृंखला व्यवधान को कैसे संभालना है, घटना के बाद सारांश दस्तावेजों को प्रस्तुत करना।
		3.5 सत्यापित करें कि डिवाइस में कोई प्रप्राइइटेरी नेटवर्क प्रोटोकॉल का उपयोग नहीं किया जा रहा है। यदि हाँ, तो संपूर्ण कार्यान्वयन विवरण और उसके लिए स्रोत कोड प्रदान किया जाएगा।		डिवाइस में प्रयुक्त नेटवर्क प्रोटोकॉल के लिए दस्तावेज़।
4.	उत्पाद विकास चरण में सुरक्षा अनुरूपता	4.1 नकली शमन और मैलवेयर का पता लगाने में सहायता के लिए पीसीबीए और एसओसी स्तर तक डिजाइन और आर्किटेक्चर विवरण प्रदान किया जाएगा।		पीसीबीए और एसओसी स्तर तक डिज़ाइन और आर्किटेक्चर दस्तावेज़।
		4.2 उत्पाद विकास के हिस्से के रूप में खराब और नकली उत्पादों के लिए खतरा कम करने की रणनीतियों को लागू किया जाएगा।	प्रक्रिया और विधि के विरूपण साक्ष्य प्रस्तुत करने और उन्हें प्रदर्शित करने की आवश्यकता है।	
		4.3 कोड स्वीकृति और विकास प्रक्रियाओं के हिस्से के रूप में एक या अधिक अद्यतन मैलवेयर पहचान उपकरण नियोजित किए जाएंगे। अंतिम पैकेजिंग और प्रदायगी से पहले मैलवेयर पहचान	उन घटकों की सूची जिनकी पहचान टैनिंग/जालसाजी, सीएम टूल के ट्रैकिंग लक्ष्यों की आवश्यकता के रूप में की गई है। गुणवत्ता आश्वासन प्रक्रिया को प्रस्तुत करने और उसे प्रदर्शित करने की आवश्यकता है।	

		तकनीकों का उपयोग किया जाएगा (उदाहरण के लिए, एक या अधिक अद्यतन मैलवेयर पहचान उपकरणों का उपयोग करके मैलवेयर के लिए तैयार उत्पादों और घटकों को स्कैन करना)।		
		4.4 आपूर्ति श्रृंखला जोखिम की पहचान, मूल्यांकन, प्राथमिकता और शमन आयोजित किया जाएगा।		आपूर्ति श्रृंखला जोखिम / व्यापार निरंतरता योजना नीति दस्तावेज, प्लेबुक जो दर्शाती है कि आपूर्ति श्रृंखला व्यवधान को कैसे संभालना है, घटना के बाद सारांश दस्तावेजों को प्रस्तुत करने और उसी को प्रदर्शित करने की आवश्यकता है।

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(IPHW Division)

ORDER

New Delhi, the 9th April, 2024

Subject: Amendment to the "Electronics and Information Technology Goods (Requirement of Compulsory Registration) Order, 2021"

S.O. 1652(E).—In exercise of the powers conferred by sub-section (1) and (2) of section 16 read with sub section (3) of section 25 of the Bureau of Indian Standards Act, 2016, (11 of 2016), the Central Government is of the opinion that it is necessary or expedient so to do in the public interest, hereby makes the following amendments to the "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021":

2. For CCTV Camera, the following entry of Column (5) be added at S. No. 41 in the Schedule of the "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021.

Sr. No. (1)	Goods or Articles (2)	Indian Standard (3)	Title of Indian Standard (4)	Essential Requirement(s) (5)
41	CCTV Camera	IS 13252: Part 1: 2010	Information Technology Equipment - Safety General Requirements--	Essential Requirement(s) for CCTV as per Annexure

3. The provisions of "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021" shall apply on the Goods or articles as specified in the column (2) added to the schedule of the said Order by virtue of this notification, for conforming to the corresponding Essential Requirement(s) as specified in the column (5), on the expiry of six months from the date of publication of this notification in the Official Gazette. As per Scheme II of BIS Conformity Assessment Regulations, 2018, submission of test reports from BIS recognized labs, shall form a pre -requisite for obtaining license to use Standard Mark.

[F.No. W-43/11/2021-IPHW]

ASHA NANGIA, Group Coordinator & Scientist 'G'

Annexure

Essential Requirement(s) for Security of CCTV

Securing a CCTV (Closed-Circuit Television) system is crucial to protect sensitive information and ensure the system operates effectively. Key areas of testing include exposed network services, device communication protocols, physical access to the device's UART, JTAG, SWD, etc., the ability to extract memory and firmware, firmware update process security and storage and encryption of data. Here are brief requirements for the security of a CCTV system:

1. Physical Security - Use tamper-resistant camera enclosures and locking mechanisms to deter physical tampering.
2. Access Control by Authentication, Role-Based Access Control (RBAC) and regularly review and update access permissions to reflect personnel changes.
3. Network Security by employing encryption of data transmission
4. Software Security by Regular Updates, Disable Unused Features and Strong Password Policies
5. Penetration Testing: Employ penetration testing to assess the system's resistance to cyberattacks and address vulnerabilities.

Essential Security Requirements

Sr. No.	Category	Testing Parameter	What to be tested	Documents Required
1.	Hardware Level Security Parameter (supported by software)	1.1 Verify that application layer debugging interfaces such USB, UART, and other serial variants are disabled or protected by a complex password.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware-based debuggers and access control mechanisms in case the interface is enabled. 4. Process verification of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host	The vendor shall provide the following: a. Datasheet of the SoC being used in the device. b. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. c. Process flow of the Manufacturing/Provisioning of the device

			microcontroller and its interactions with various sub components/peripherals.]	
		1.2 Verify that cryptographic keys and certificates are unique to each individual device.	Identifying all the keys and certificates being used in the device eco-system and verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	Vendor shall submit the following: 1. List of all keys and certificates being used in the device ecosystem 2. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation)
		1.3 Verify that on-chip debugging interfaces such as JTAG or SWD are disabled or that available protection mechanism is enabled and configured appropriately.	1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test 2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation 3. Testing, in presence of OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware based debuggers and access control mechanisms in case the interface is enabled. 4. Process audit of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning. [For instance, through Block connection diagram depicting pin connections between the host microcontroller and its interactions with various sub components/peripherals.]	The vendor shall provide the following: a. Datasheet of the SoC being used in the device. b. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same. c. Process flow of the Manufacturing/Provisioning of the device

		1.4 Verify that trusted execution is implemented and enabled, if available on the device SoC or CPU.	Identifying whether TEE/SE/TPM is available or not in the device through the SoC datasheet and technical documentation submitted by the vendor. Further assessment is done on the basis of scenarios as applicable to device as defined below: **CASE 1: TEE/SE/TPM is not available:** No further assessment **CASE 2: TEE/SE/TPM is available and enabled:** Verification through code-review that crypto functions are called through TEE/SE/TPM APIs. **CASE 3: TEE/SE/TPM is available but not enabled by the vendor:** Termed as non-conformance to the requirement. OEM is required to enable and implement the TEE/SE/TPM.	The vendor shall provide the following: 1. Datasheet of the SoC being used in the device. 2. User manual/ Technical specifications of the device 3. Code snippets of the TEE API call, wherever applicable
		1.5 Verify that sensitive data, private keys and certificates are stored securely in a Secure Element, TPM, TEE (Trusted Execution Environment), or protected using strong cryptography.	Identifying all the keys and certificates being used in the device eco-system, sensitive data and their storage mechanism(s); and verification through: • Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	Vendor shall submit the following: 1. List of all keys and certificates being used in the device ecosystem 2. List of all the sensitive data with their intended usage and secure storage mechanism(s) as implemented along with secure configurations to be enabled in the device. 3. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation) private keys and certificates.
		1.6Verify the presence of tamper resistance and/or tamper detection features.	Testing, in presence of OEM team, to verify the measures implemented in the device to prevent software and hardware tampering.	Vendor shall submit the following: 1. Measures available in the device to prevent software tampering. 2. Measures available in the device to prevent hardware tampering.
		1.7 Verify that any available Intellectual	Testing, in presence of OEM team, to verify the enabling of the	Vendor shall submit the following: 1. Datasheet of the SoC

		Property protection technologies provided by the chip manufacturer are enabled.	Intellectual Property protection technologies provided by the chip manufacturer, if available.	2. Documentation regarding the Intellectual Property protection technologies provided by the chip manufacturer which have been enabled. 3. In case, no Intellectual Property protection technologies are being provided by the chip manufacturer, then a declaration stating the same.
		1.8 Verify the device validates the boot image signature before loading.	Testing, in presence of OEM team, to verify the following: 1. Device boots up successfully with the documented secure boot process when a valid boot image is provided. 2. Device does not boot up when a tampered boot image (like with missing signature, invalid signature) is provided.	Vendor shall submit the following: 1. Datasheet of the SoC 2. Technical specifications of the device regarding secure boot (should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.)
		1.9 Verify usage of cryptographically secure pseudo-random number generator on embedded device (e.g., using chip-provided random number generators).	Verification of the documentation provided by the vendor regarding the random number generators being used in the device. Verification through code-review that random number generators or related libraries as applicable are being used in the device.	Vendor shall submit the documentation regarding the random generators (either hardware based or software based or both) being used in the device with their intended usage. In case, hardware based random number generators are being used, vendors shall submit the following: 1. Datasheet of the SoC 2. Technical specifications of the device regarding random generators In case, software based random number generators are being used, vendors shall provide the libraries being used for the same.
2.	Software/Firmware	2.1 Verify that memory protection controls such as ASLR and DEP are enabled by the embedded/IoT operating system, if applicable.	Testing, in presence of OEM team, to verify the declared memory protection controls available and enabled in the device using command line-based tools/commands or any other open-source tool like DEP, EMET tool.	Vendor shall submit the declaration of the memory protection controls available and enabled in the device.
		2.2 Verify that the firmware apps protect data-in-transit using transport layer	1. Verifying that strong encryption algorithms and secure TLS version is supported by the device to establish secure	The vendor shall submit the specifications and documentation related to the configurations available in the applications and

		security.	communication. 2. Verifying that device properly validates the server's TLS certificate to ensure that it is trusted and has not been tampered with. 3. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites. 4. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 5. Verifying that theTLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	firmware related to transport layer security.
		2.3 Verify that the firmware apps validate the digital signature of server connections.	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device. 2. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites.	Vendor shall submit a document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections.

			3. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval. 4. Verifying that TLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite.	
		2.4 Verify that any use of banned C functions are replaced with the appropriate safe equivalent functions.	Secure code review [both automated and manual], in presence of OEM team, using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency. 3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	Vendor shall provide : 1. Firmware binaries for code review. 2. Internal code review reports
		2.5 Verify that each firmware maintains a software bill of materials cataloging third party	Verification of the submitted list of third-party components by running automated tools like FACT on the firmware. Identifying vulnerabilities	Vendor shall submit the following: 1. Documentation for information on software bill of materials, including third-party components and versions.

		components, versioning, and published vulnerabilities.	in the third-party component(s) through publically available vulnerability databases Verification and validation of the process defined by the vendor for providing regular security updates and patches for the firmware to address any known vulnerabilities in third-party components.	2. Organization process and policies for the following: • Addressing and patching any identified vulnerabilities in third-party components. • Informing the customers about the security issues or vulnerabilities and providing security updates and patches for the same. 3. Configuration management system and related policies for maintaining firmware and third-party binaries, libraries and frameworks along with the patches/fixes issued to the devices.
		2.6 Verify all code including third-party binaries, libraries, frameworks are reviewed for hardcoded credentials (backdoors).	Independent secure code review [both automated and manual] using a licensed static analysis tool through any of the following approaches: 1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended] 2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency. 3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them. 4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors.	Vendor shall provide: 1. Firmware binaries for code review. 2. Internal code review reports

		2.7 Verify that the firmware apps pin the digital signature to a trusted server(s).	1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following: • Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough. • Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device.	Vendor shall submit a document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections.
		2.7 Verify security controls are in place to hinder firmware reverse engineering (e.g.removal of verbose debugging symbols).	Testing, in presence of OEM team, to verify the security controls as provided by the vendor to hinder firmware reverse engineering.	Vendor shall submit the documentation regarding the security controls in place to hinder firmware reverse engineering.
		2.8 Verify that the firmware update process is not vulnerable to time-of-check vs time-of-use attacks.	Testing, in presence of OEM team, to verify the measures implemented in the device to make it resistant to time-of-check vs.time-of-use attacks.	Vendor shall submit the measures implemented in the device to make it resistant to time-of-check vs. time-of-use attacks.
		2.9 Verify the device uses code signing and validates firmware upgrade files before installing.	Testing, in presence of OEM team, to verify the following: 1. Device gets successfully updated with the documented secure upgrade process when a valid update package is provided. 2. Device does not boot up when a tampered update package (like with missing signature, invalid signature) is provided.	Vendor shall submit the process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.

		2.10 Verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Testing, in presence of OEM team, to verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware.	Vendor shall submit the process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.
		2.11 Verify that firmware can perform automatic firmware updates upon a predefined schedule.	Verification shall be done as per the applicable scenario: **Case 1: Automatic OTA updates are available:** A standard operating procedure for issuing automatic updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement of OWASP open standard. **Case 2: Automatic OTA updates are not available and vendor provides manual updates:** A standard operating procedure for issuing manual updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement of OWASP open standard.	Vendor shall provide the following: 1. Modes of updates available i.e. automatic, manual or both. 2. Organizational process and policies regarding the issuing of updates to the devices.
3.	Secure Process Conformance	3.1 Verify that wireless communications are mutually authenticated.	Testing, in presence of OEM team, to verify the process of mutual authentication as laid down in the documentation by the vendor.	Vendors shall provide the documentation regarding the process of mutual authentication as implemented in the device when wireless communications are initiated. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.2 Verify that wireless communications are sent over an encrypted	Identifying all the security mechanisms being used in the communication process verification through:	Vendors shall provide the documentation regarding the security measures implemented in the device to prevent tampering of the data

		channel.	• Testing, in presence of OEM team • Code review • Process audit of the key-life cycle process	being sent through wireless mode of communication. In case, the device does not support wireless communications, the vendor shall provide a declaration for the same.
		3.3 Verify that whether trusted sources are being used for sourcing the components of the device i.e. trusted supply chain through a managed Bill of materials for critical hardware components (related to security functions like SoC) is in use.		Vendor shall submit Bill of materials for critical hardware components (related to security functions like SoC).
		3.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents need to be submitted and demonstrate the same.		Vendor shall submit the following: Supply chain risk identification, assessment, prioritization, and mitigation documents. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents.
		3.5 Verify the no proprietary network protocols are being used in the device. If yes, then complete implementation details and the source code for the same shall be provided.		Document for Network protocols used in the device.
4.	Security Conformance at	4.1 Design and architecture details till the PCBA and SoC		Design and architecture [illegible] and SoC level

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