ENQUIRY DOCUMENT - TENDER

(Document No : B895-TENDER_DOC-B895-999-81-46-CF-T-8202)

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BIDDING DOCUMENT

FOR

MISC. BUILDING WORKS

(BIDDING DOCUMENT NO.: SS/ B895-999-CF-T-8202/1018)

PROJECT: POLYPROPYLENE PROJECT-KOCHI REFINERY OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)

PREPARED & ISSUED BY:

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)

ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

PART-I OF III : COMMERCIAL PART

PART-II OF III : PRICED PART

PART-III OF III: TECHNICAL PART

BIDDING DOCUMENT

FOR

MISC. BUILDING WORKS

(BIDDING DOCUMENT NO.: SS/ B895-999-CF-T-8202/1018)

PROJECT: POLYPROPYLENE PROJECT-KOCHI REFINERY OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)

PART-I OF III : COMMERCIAL PART

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SR. NO.	DESCRIPTION
1.	TECHNICAL SECTION

DOMESTIC NOTICE FOR INVITATION FOR BIDS (IFB)
FOR
MISC. BUILDING WORKS
FOR
POLYPROPYLENE PROJECT-KOCHI REFINERY OF
M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)
(DOMESTIC COMPETITIVE BIDDING)
(BIDDING DOCUMENT NO.: SS/ B895-999-CF-T-8202/1018)

1. INTRODUCTION:

1.1. Bharat Petroleum Corporation Ltd. (BPCL) - Kochi Refinery, located at Ambalamugal, Kochi, Kerala, India (hereinafter referred to as "BPCL-KR"), plans to set up Polypropylene unit and its associated facilities for production of various grades of Homo Polypropylene, based on 400 KTPA of Polymer grade Propylene. The facilities are proposed to be located within Refinery and on the newly acquired land adjacent to the existing refinery. It is envisaged to fully integrate the new facilities with the refinery.

The Polypropylene project consists of 2 licensed process units (PP and PFCCU Revamp), associated facilities Utilities & Offsite, ASRS, truck loading and infrastructure facilities. The licensed process units are:

a) Polypropylene Unit (PP) : 400 KTPA capacity
b) PFCCU Revamp (PFCCU) : 275 TPH to 344 TPH capacity.

1.2. BPCL has appointed Engineers India Limited as the PMC/EPCM Consultant for the entire project.

1.3. EIL, on behalf of BPCL, Kochi Refinery invite e-Bids for **"MISC. BUILDING WORKS"** under **single stage two bid system** from competent contractors in the category **Class-I local supplier**, as defined in PPP-MII Order enclosed with the enquiry document, with sound technical and financial capabilities meeting the Qualification Criteria stated in clause no. 3 below.

2. BRIEF SCOPE OF WORK:

The scope of Miscellaneous building work in general shall include the construction of all civil & structural works, Electrical, IT works & General Civil including Architectural works for Buildings & all associated works.

Bidder to refer the Technical Section of the Bidding Document for complete details of Scope of Works.

3. BIDDER QUALIFICATION CRITERIA (BQC):

Bidder shall fulfil the following qualification criteria in order to qualify for this work:

3.1. EXPERIENCE CRITERIA (COMMERCIAL):

3.1.1 The Bidder should have completed at least one or two or three Contracts of **"Similar Works"** having minimum value(s) as indicated below during last **07 (Seven) years, reckoned from the last day of the month previous to the one in which enquiry was issued**

One contract of value of Similar work not less than INR 18,21,24,000/- (Indian Rupees Eighteen Crore Twenty One Lakh Twenty Four Thousand Only)

OR

Two contracts each having value of Similar work not less than INR 11,38,28,000/- (Indian Rupees Eleven Crore Thirty Eight Lakh Twenty Eight Thousand Only)

OR

Three Contracts each having value of Similar work not less than INR 9,10,62,000/- (Indian Rupees Nine Crore Ten Lakh Sixty Two Thousand Only)

"Similar works" shall mean:

"Any Building Works involving framed structure in RCC/Steel."

3.1.2 For **experience based on Composite Works:** In case Bidder has executed and completed Composite Works which includes the qualifying work(s) stated as above, then value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification.

3.1.3 **For experience based on EPC/LSTK works:** In case bidder has executed EPC/LSTK/ multidisciplinary works which includes the Qualifying work(s) as per the definition of "Similar work", then the value of such qualifying work(s) out of the total value of EPC/LSTK/multi-disciplinary works shall be considered for the purpose of evaluation.

3.1.4 **Bidder's past experience as Consortium/ Unincorporated Joint Venture (JV):**

While evaluating the Bids, Bidder's past experience as a leader or member of a Consortium/ Unincorporated Joint Venture (JV) shall be considered acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the subject BQC under evaluation.

In case, the PTR of Consortium/ Unincorporated Joint Venture (JV) experience submitted by the Bidder meets the similar work without indicating the division of scope of work in terms of specific activities and associated value of work between the Consortium/ Unincorporated Joint Venture (JV) members, but only the division of scope in terms of percentage share is indicated, in such case the completed value shall be arrived at after considering percentage share of each member, for the purpose of BQC evaluation.

3.1.5 **Experience of Bidder as a Sub-Contractor:**

A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC, provided the appointment of sub-contractor was authorized and subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":

(a) **Documentary evidence/Certificate by the end-User/Owner/PMC**, with regards to approval of Bidder / engaging bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor.

(b) **Work order and Completion Certificates indicating the value of works and date of completion** issued by Main Contractor (including SOR, wherever required for establishing scope of work).

3.1.6 Experience of only the Bidding entity shall be considered**.**

3.1.7 Bids from wholly/ Partially Owned subsidiary relying on Parent's Company experience shall not be accepted**.**

3.1.8 The bidder may provide separate references to individually fulfil the BQC requirements listed under Clauses 3.1.1.

3.1.9 **Experience of Own Projects**

A job executed by a Bidder for its own plant/projects shall not be considered as experience for the purpose of meeting the Qualification Criteria of the Enquiry document.

However, **Jobs executed for Subsidiary/ Fellow subsidiary / Holding company shall be considered as experience for the purpose of meeting BQC, subject to submission of additional document towards "tax paid invoice(s) duly certified by Statutory Auditor of the Bidder or consolidated statement issued by Statutory Auditor of the Bidder towards payments of statutory tax" in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company.**

In case referred Project falls under "No Tax Area" (like SEZ), Bidder can submit certificate from their Statutory Auditor to this effect in place of Tax paid invoice.

Chartered Accountant (CA) (in place of Statutory Auditor) is acceptable where audited accounts are not mandatory as per law for latest financial year. Also, CA shall not be an employee/ Director and not having any interest in the Bidder's company/Firm.

3.1.10 In case, two separate Bidders submit reference of same work (wherein one was Main Contractor and the other was Sub-Contractor) for meeting Experience criteria as per Cl. 3.1.1 above, both Bidders'

experience shall be considered for qualification subject to Bidder's meeting other qualification requirements.

3.1.11 The annual inflation in the value of contract executed by the bidder under the past experience shall not be considered.

3.1.12 In case a Bidder submits PTR having job awarded for multiple Parts in single Work Order having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject BQC value-wise and with respect to Similar Work, the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User/PMC for that/those Part(s).

However, where multiple-Parts work is awarded under different Work Order(s) having different Work Order reference number(s) with the same Enquiry Document No., cumulative value of such completed Work Orders meeting definition of Similar Work, as submitted, shall be considered for the purpose of BQC Evaluation.

3.1.13 **Taxes & Duties in Bid Qualification Criteria (Experience)**

The executed Contract Price as per the Completion Certificate shall be considered for meeting value based Experience Criteria of BQC.

However, if the completion certificate also indicates details of taxes & duties, then these values of taxes & duties shall be excluded for evaluation.

3.1.14 **CURRENCY CONVERSION FOR EVALUATION OF BQC**

In case currency indicated in the BQC related document (work order/completion certificate etc.) submitted by Bidder towards qualification of value based experience criteria is other than in Indian Currency, the value of work shall be derived to Indian Currency considering "**RBI Reference Rate"** as on the **date of award of work**.

In case, the RBI Reference rate is not available as on the date of conversion as specified above for respective cases, the currency conversion rate shall be SBI TT (Telegraphic Transfer). Further in absence of SBI TT (Telegraphic Transfer), the conversion Rate shall be taken from the Internet, such as:

https://www.xe.com/currencyconverter,

https://www.oanda.com/currency/converter,

https://economictimes.indiatimes.com/markets/forex/currency-converter

3.2. FINANCIAL CRITERIA:

3.2.1. ANNUAL TURNOVER:

Bidder must have average annual financial turnover during the immediately preceding 3 (Three) financial years, ending 31st March /31st December, not less than **INR 6,82,97,000/- (INDIAN RUPEES SIX CRORE EIGHTY TWO LAKH NINETY SEVEN THOUSAND ONLY).**

Turnover: Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

3.2.2. NET-WORTH:

The financial net worth of the Bidder as per the latest audited annual report shall be positive.

Net worth calculation: Net-worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Net worth shall be calculated using the following formula:

Reserves to be considered for the purpose of net-worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Description		Values (in INR)	Reference (Page no., Clause etc.)
Paid up share capital (A)	:		
Add: Share Application Money pending allotment (B)	:		
Add: Reserves (As defined Above) (C)	:		
Less: Accumulated Losses (D)	:		
Less: Deferred Revenue Expenditure to the extent not written off (E)	:		
Net-worth (A+B+C-D-E)	:		

3.2.3. Bidder should have completed 3 financial years of existence as on original due date of tender since date of commencement of business.

3.2.4. Financial BQC parameters shall be calculated after giving effect to the impact of quantified and qualified opinion (if any) giving in the Statutory Auditor's Report.

3.3. DOCUMENTATION AND DATA REQUIRED WITH THE BID:

The documents to be furnished should include the following:

3.3.1. For Experience Criteria as per clause no. 3.1.1 above:

a) The bidder shall, in his own interest, furnish complete documentary evidence to justify that the bidder meets the Qualification Criteria.

b) Bidder shall complete and submit the DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION CRITERIA (Form-C of Bidding Forms), PAST EXPERIENCE IN SUPPORT OF BQC (FORM-D of Bidding Forms) provided under the Proposal Form of the Bidding Document (Along with supporting documents mentioned) to establish that the bidder meets the BQC.

c) Bidder shall submit the following documents in order to meet the Experience Criteria of BQC:

i) Work Order

ii) Completion Certificate (s) (having correlation with Work Order). The completion certificate shall have details like Work Order No./ date/ brief scope of work, ordered & executed value of the job/ completion date etc.

iii) Any other relevant documents, if required, to substantiate the executed value of Similar Work and to establish the Similar Work as defined in IFB, co-relating the work order and/or Completion certificate, including but not limited to the certificate from Owner/End User/PMC, invoice/final bill, SOR, Payment Terms etc. (as applicable).

d) **Documents to be submitted by Bidder in case of experience based on EPC/LSTK works**: In case of experience based on EPC/LSTK work, in the event the qualifying requirement of "similar work" cannot be ascertained from the work order/ completion certificate submitted by bidder, Copy of relevant pages of Contract or Copy of relevant pages of final bill certified by Owner/Consultant or letter from their Owner/Consultant specifying the executed value(s) of similar work can be submitted for qualification to establish the value of similar work.

However, if the above document could not establish the value of similar work, Billing Schedule/ Billing Break-up approved by Owner/ Consultant can also be considered for establishing the value of similar work.

3.3.2. For Financial Criteria as per clause no. 3.2 above:

(i) Documentary evidence in the form of certified Audited Financial Statement (which includes 'Balance Sheet' and 'Profit & Loss Account' alongwith the all schedules, Notes referred to therein and the Auditor's report) of relevant periods or a certificate from the Practicing Chartered Accountant in case

audit is not mandatory indicating the turnover details for the relevant period shall be uploaded with the bid

(i) Complete Audited Financial Statement (which includes 'Balance Sheet' and 'Profit & Loss Account' along-with the all schedules, Notes referred to therein and the Auditor's report) for the immediate preceding three financial years)

(ii) Bidder shall ensure that the certificate/reports issued/attested by practicing Chartered Accountant (CA)/Statutory Auditor in India shall contain **Unique Document Identification Number (UDIN)** of the CA, without which these Certificates/ reports shall not be considered for evaluation.
However, this requirement of including UDIN shall not be applicable for certificate/reports issued/attested by a CA practicing in foreign country.

(iii) In case the financial year closing date is within 6 months of original bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. In case the financial year closing date is within 6 – 9 months of original bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements. In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years. Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

(iv) Any shortfall information/ document on Audited Annual Reports/ Financial Statements of the Company, audited and issued on or before the final bid due date can be sought thru CQs but bidder shall not be allowed to submit the Financial Statements of the Company audited & issued after the final bid due date and time (including extended bid due date). Accordingly, Financial Statements of the Company audited & issued post final bid due date and time shall not be considered for evaluation.

3.4. VERIFICATION OF BQC DOCUMENTS:

Submission of authentic documents is the prime responsibility of the bidder. Moreover, the bidder's organization is responsible for any and all actions of their employees and any claims seeking to pin point the blame on some employee of bidder and attempting to absolve the bidder's organization will not be entertained. Wherever BPCL / EIL has concern or apprehensions regarding the Authenticity / Correctness of any document, BPCL / EIL reserve the right to get the documents cross-verified from the document issuing authority.

All documents furnished by the Bidder in support of meeting the BQC including the documents against MSE, if any (As applicable) shall be signed and stamped by the bid signatory.

Undertaking by bidders towards submission of TPIA verified documents to be submitted during submission of bid.

A separate undertaking to be submitted by all bidders towards submission of TPIA verified documents participating through open tenders as per the format attached as **Annexure-C to IFB**. Bidder(s) need not provide TPIA verified documents along with bid. They need to provide only undertaking as per format (Refer **Annexure-C to IFB**) giving assurance to submit TPIA verified documents in case they are successful bidder.

Refusal to submit the undertaking by the bidder to be considered as one of the rejection criteria for bid evaluation.

Verification of documents of successful bidder:

Once the price bids are opened, the successful bidder shall be notified to submit TPIA verified documents within 5 days time along with self-undertaking as per **Annexure-D to IFB** and TPIA's undertaking as per **Annexure-E to IFB**. If successful bidder fails to submit TPIA documents, then necessary action to be initiated as per guidelines.

All Copies of BQC supporting documents to be submitted by successful bidder for this tender should be duly verified with originals & attested by TPIA which is registered under "NABCB accredited bodies as per requirement of ISO/IEC17020/25 as Type A" in QCI's NABCB website as on the date of attestation.

The link is as below:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.phpany

Note:

i) In case of Work Order / Purchase Order issued by BPCL, certification by TPIA is not mandatory.

ii) Cost of TPIA certification shall be borne by the bidder.

iii) If the above supporting documents are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their country or bidder's Embassy in India or any translator in India recognized / authorized by bidder's Embassy.

3.5. Failure to meet the above Qualifying Criteria at Clauses **3.1 and 3.2** above will render the bid to be summarily rejected.

3.6. Bidders serving holiday listing order (valid as on final bid submission due date) issued by BPCL/MOP&NG/EIL would not get qualified in this Tender. A declaration shall be submitted by bidder indicating that they are not on Holiday List anywhere in the country by BPCL/MOP&NG/EIL as on final Bid submission Due Date. Offers not accompanied with such declaration shall make the bidders liable for rejection. Any wrong declaration in this context shall make the bidders liable for action under the holiday listing procedure.

3.7. Bidder shall furnish documentary evidence as per the documentation requirement specified in Clause **3.3** above, in the first instance itself, in support of their fulfilling the qualification criteria. EIL reserve the right to complete the evaluation based on the details furnished without seeking any additional information.

3.8. For cases involving Bidder Qualification Criteria, only such past experience(s) shall be considered for qualification, details of which are provided in the Bid by the Bidder and/or out of the list of Similar Work experiences specified in the Bid (with or without submitting relevant qualification documents), and subsequently no additional past experience (PTR) which is not referred at all in the Bid in specific location, shall be permitted to be submitted by the Bidder and the Bid shall be evaluated in the following manner:

a) In case, a Bidder does not meet the BQC based on experience documents (copy of work order, completion certificate, performance certificate etc. as more specifically mentioned in the BQC) submitted by the Bidder in support of meeting the BQC, Bids shall be rejected in case of "No Deviation Bid" without issuing TQs/CQs. However, in case CQs/ TQs are issued, Bidders can be allowed to submit additional documents for any of the work out of the past experience(s) (PTR) list already submitted along with the Bid, to support their meeting the BQC.

b) No additional past experience(s) (PTR) (not specified in the list already provided by the Bidder in their Bid) shall be considered from the Bidders, since this would amount to substantive change in the Bid.

3.9. Bidder shall submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference (Customer Name / email address / contact details) of end user(s). Owner shall have the right to obtain feedback directly from any or all end user(s) about performance of the bidder.

3.10. **Bidders are required to sign and submit the scanned copy of Integrity Pact along with their bid. Format of INTEGRITY PACT is attached as FORM-F of BIDDING FORMS.**

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

3.12. Bidder to ensure that relevant documents and information pertaining to MSE and PPP-MII (As applicable), which are necessary for availing the relevant benefits during evaluation, must be updated / uploaded in the designated folder on Govt E-Tendering website.

3.13. Any additional documents, if deemed necessary to establish the qualifying requirements may be submitted by the Bidder.

4. **TIME SCHEDULE FOR COMPLETION:**

Time period shall be **10 (Ten) Months from the date of issue of LOA/FOA.**

5. **THE SALIENT FEATURES OF THE BIDDING/RFQ DOCUMENT ARE AS FOLLOWS**:

5.1. **SALIENT FEATURES:**

a)	Type of Enquiry	:	**DOMESTIC COMPETITIVE BIDDING**
b)	Bidding Document availability on Website	:	**14.05.2026 to 03.06.2026 at 1200 HRS (IST)**
c)	Last date for submission of pre-bid queries	:	21.05.2026
d)	Date for Site Visit	:	20.05.2026
e)	Date / Time of Pre-Bid Meeting #	:	**22.05.2026 at 1100 HRS (IST)**
f)	Link for Pre-Bid Meeting (Online)	:	**Pre-Bid Meeting shall be carried out through Online Mode [Microsoft Teams platform] as per below details.** https://teams.microsoft.com/meet/44922031422686?p=dAMesNlT1vCJEur5Et **Meeting ID**: 449 220 314 226 86 **Passcode**: YS73vR6n
g)	Last Date and time for submission of e-Bids	:	**03.06.2026 at 1200 HRS (IST)**
h)	Cost of Bidding Document / Bidding Document Fee	:	Not Applicable.
i)	Bid Security / Earnest Money Deposit (EMD)	:	**INR 50,00,000/- (Rupees Fifty Lakh only)** **Also refer clause no. 6. below for details**
j)	Last date and time of submission of Earnest Money Deposit (EMD) /Bid Security (In original hard copy)	:	**Refer clause no. 6. Below**
k)	Non-Disclosure Agreement (NDA)	:	Not Applicable
l)	Opening of Techno-commercial (Un priced) Bids #	:	**04.06.2026 at 1400 HRS (IST)** (on-line Opening shall be done)

m)	Contact person for any query/ clarifications for this tender	:	**Queries to be addressed to:** Mr. L. Thavurya, GM (SCM-C&P)/ Mr. Shashi Shekhar, AGM - C&P) / Ms. Sweta Kumari, AGM (SCM-C&P) (Tel : +91 124 2891356/1359 & E-mail: l.thavurya@eil.co.in / sashi.shekhar@eil.co.in/ sweta.k@eil.co.in **Queries to be also forwarded to** Mr. Lishoy V, Chief Manager (Project-Petchem Civil) Tel :-+91 484 282 2006, Cc to Mr. Mohammad Ali (Projects Petchem Procurement) & Mr. P.H.S. Mani - (Head Procurement CPO-RPP 3 (CPO REF.)) (Tel: +91 484 282 2086) Email : lishoyv@bharatpetroleum.in; mohammadali@bharatpetroleum.in; maniphs@bharatpetroleum.in
n)	Opening of Priced Bids	:	Price bids shall be opened online. The bidders who qualify pursuant to bid evaluation shall be able to view online the prices of all other bidders who qualify pursuant to bid evaluation at their respective windows, after price bid opening by Owner.
o)	Mode of Enquiry	:	Through NIC Portal https://eprocure.gov.in/eprocure/app

5.2. If the date indicated at Sl. No. 5.1 e), j) & l) above happens to be a declared/closed holiday in EIL, the next working day shall be considered.

5.3. **All revisions, amendments, time extensions, clarifications, etc. to the NIT/Bidding Document shall be uploaded in the websites only and shall not be published in Newspapers. Bidders should regularly visit the above-mentioned website(s) to keep themselves updated and submit their Bids based on latest information/instructions hosted in website(s).**

5.4. Bidder shall submit all their requests for extension of Bid submission date (if unavoidable) and/or any queries prior to and/or during the pre-bid meeting. EIL/BPCL may at its sole discretion extend Bid submission due date on such written requests if the time schedule permits.

However, request for extension of Bid submission date or any queries received from any bidder with less than Seven working days prior to bid submission due date shall generally be ignored, since there will not be adequate time for proper communication with the other Bidders.

6. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

6.1. Bids must be accompanied with Earnest Money Deposit / Bid Security. 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 Bharat Petroleum Corporation Limited through Electronic Fund Transfer to BPCL Bank Account (Details as per clause 6.3 below) or Bank Guarantee executed by any Scheduled Bank approved by RBI in the proforma attached with Bidding Document. The BG shall remain valid upto the two months beyond the bid validity.

Insurance Surety Bond as EMD/Bid Security for the specified EMD value as per Proforma provided along with Tender shall also be acceptable. Insurance Surety Bond, furnished by bidder, shall be

unconditional, irrevocable and payable on demand. Insurance bond if opted shall be stamped and provided by bidder in accordance with Stamp Act of India.

Bid Security shall be only in INR.

Proforma of Bank Guarantee in lieu of Earnest Money Deposit attached as per **FORM-N** of BIDDING FORMS.

6.2. "Exemption from submission of Earnest Money Deposit to MSEs:

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.

MSEs shall provide the necessary valid documentary evidence, i.e. UDYAM Registration Certificate, Certification from a practicing Chartered Accountant (CA) (dated after the date of floating of tender and specific to the tender for which bid is being submitted). MSE Bidders shall be eligible for exemption only if the URC Certificate / URC detail are 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. Format of CA Certification is attached as **Annexure-F to this IFB**.

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 reclassification for claiming exemption of EMD."

6.3. Bank Details of BPCL (For RTGS/NEFT)
Account No.: 00200110000048
Account Name: Bharat Petroleum Corporation Ltd.
Address of Bank: HDFC Bank Ltd, Ernakulam, Kerala
IFSC Code: HDFC0000020
Name of Beneficiary: Bharat Petroleum Corporation Ltd.

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

6.5. Bidder shall be required to submit the copy of the bid security within the final extended bid due date and time on the e-tendering portal. In case of bid security in the form of BG/ Insurance surety bond, bidders shall also be required to submit the original BG/ Insurance surety bond to EIL, preferably before the final extended bid due date and time but not later than 7 (Seven) calendar days from final extended bid due date and time. If the Bidder fails to submit Bid Security (BG/ Insurance surety bond) in original within the above cut-off date, **one notification/intimation shall be provided to bidder to submit the same within 3 calendar days from intimation**.

In the event the Bidder fails to submit Bid Security (BG/ Insurance surety bond) in original within the above cut-off date after intimation, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder on the e-tendering portal.

Original EMD/Bid Security to be submitted at below address:

Mr. Shashi Shekhar, AGM (SCM),
Engineers India Limited,
R&D Complex, Sector-16 (On N.H.-8),
Tower-1 (1st Floor), Gurugram -122 001,

Haryana (India),

6.6. 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 E-Tendering website http://eprocure.gov.in/eprocure/app

7. SUBMISSION OF BIDS & VALIDITY:

7.1. Bids are required to be submitted only through above-mentioned E-Tendering website http://eprocure.gov.in/eprocure/app on or before the Bid submission date and time. Bidders are required to enrol on the E-Tendering website http://eprocure.gov.in/eprocure/app.

7.2. Bidders in their own interest are requested to upload/submit their bid well in time. In the event of failure in bidder's connectivity with the above-mentioned E-Tendering website http://eprocure.gov.in/eprocure/app during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

7.3. Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through above mentioned E-Tendering website http://eprocure.gov.in/eprocure/app shall only be considered for evaluation and ordering.

7.4. Bidders are requested to get acquainted with the E-Tendering website http://eprocure.gov.in/eprocure/app. in advance and obtain/seek clarifications, if any from EIL.

7.5. **Bid Validity:** Bid shall remain valid for **04 (Four) Months** from the Final Bid Due Date.

8. PRE-BID MEETING AND IMPORTANCE OF ATTENDING PRE-BID MEETING:

8.1. Pre-bid Meeting shall be held on the scheduled date, time and place as stated in Sl. No. **5.1 e) & 5.1 f)** above.

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

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

8.4. Bidders who are not attending the pre-bid meeting, it shall be considered that the bidder has a clear understanding of the scope, specifications, terms & conditions etc. of the bidding document and does not have any comments/ deviations to the requirements of the bidding document and their offer shall be strictly as per provisions of the bidding document without any deviation/clarification etc.

8.5. Bidders to note that BPCL/EIL reserves the right not to give any opportunity to the bidder after the final bid submission date and time for seeking any clarification or submission of balance documents not submitted earlier. Their bid shall be evaluated as per the documents submitted along with their bids.

8.6. To make the pre-bid meeting effective and result-oriented, the bidders are requested to send their queries/clarifications, if any, as per format included in the Bidding Document through **CPP Portal (https://eprocure.gov.in/eprocure/app)** within the cut-off date as mentioned against sl. no. **5 (c)** above. Accordingly, queries which are not received through CPP Portal or after cut-off date may not be entertained. The clarifications to these shall be provided during the pre-bid meeting.

8.7. Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries/ pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment. Replies of pre-bid queries shall not be considered as part of RFQ/Bidding Document.

8.8. Non- attendance of the pre-bid meeting will neither be a cause for disqualification of the bidder nor a cause for bidder's ignorance to submit the bid as per provisions of the bidding document and latest information uploaded in the Central Public Procurement Portal (CPPP)/Website of Government of India/ NIC Portal **https://eprocure.gov.in/eprocure/app** .

9. AWARD METHODOLOGY:

The Contract shall be awarded to the Lowest evaluated bidder after Commercial and Technical Loading as defined elsewhere in bidding document.

10. GENERAL

10.1. The complete Bidding Document can be downloaded from the CPP portal http://eprocure.gov.in/eprocure/app.

10.2. Bidders are required to submit their e-bids only through **CPP portal** http://eprocure.gov.in/eprocure/app in accordance with the instructions and terms & conditions of this Bidding Document.

10.3. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc. including modification of the bid to meet the BQC.

10.4. Bids received after the due date and time (refer late bids clause of ITB) shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.

10.5. Consortium / Unincorporated Joint Venture Bids are not acceptable**.**

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

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

10.8. Bids received after the due date and time (refer LATE BIDS clause of Instruction to Bidder) shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.

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

10.10. **Physical / Fax / e-mail Bids (other than the documents specifically required to be submitted in hard form)** shall not be accepted.

10.11. Please acknowledge receipt of Bidding Document and immediately confirm your participation in the subject bidding as per proforma (ACKNOWLEDGEMENT CUM CONSENT LETTER) enclosed in the Bidding Document.

10.12. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

10.13. BPCL/EIL shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.

10.14. BPCL reserves the right to reject any or all Bids without assigning any reason, whatsoever.

10.15. Clarification, if any, can be obtained from CGM (SCM), Engineers India Limited, R&D Complex, Sector-16 (On N.H.-8),Tower-1 (1st Floor), Gurugram-122 001,Haryana (India), Tel : +91 124 289 1359/1356 & E-mail: sweta.k@eil.co.in / sashi.shekhar@eil.co.in/ l.thavurya@eil.co.in)

10.16. **Engineers India Ltd including its officers and representatives, shall under no circumstances solicit or request any payment, monetary consideration from bidders other than those specifically stipulated in the published tender/enquiry document and its amendments (if any). Bidders are cautioned that, should they receive any phone calls, messages, emails, or personal**

approaches requesting payments other than specified in Tender/RFQ Document, such communications are fraudulent and do not originate from Engineers India Ltd. Engineers India Ltd shall not be responsible for any financial loss, penalty, or damage caused due to actions taken by Bidders/Contractors on the basis of such communications.

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

General Manager (SCM)

NOT APPLICABLE

NOT APPLICABLE

ANNEXURE-C

UNDERTAKING BY BIDDER TOWARDS SUBMISSION OF TPIA* VERIFIED DOCUMENTS

(On company letterhead)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED
Tender No.:
Tender Title:
Name of Bidder:

Dear Sir,

I / We, M/s …… (Name of Bidder) have submitted bid for aforesaid tender.
We hereby confirm and undertake the following:

1) The self-certified copies of certificates / documents related to BQC - Technical & Financial Criteria and MSE certificates (As applicable), which have been submitted as part of BQC Bid for aforesaid tender, are true copies and as per requirement of the tender.
2) In case emerging as successful bidder, I / We shall submit the TPIA* verified copies of required documents within 5 (five) days of notification from BPCL, as per requirement of tender.
3) I / We understand that, in case I / We are not able to submit TPIA* Verified original documents within 5 (five) days of notification from BPCL, I / We shall be holiday listed by BPCL. I / We shall not have any further claims in the bid in such case.

(AUTHORISED SIGNATORY)

Name of Signatory:
Bidder Name:
Date:
Place: (BIDDER'S SEAL)

ANNEXURE-D

Format for Undertaking from Bidder
(on Bidders letter head duly stamped & signed)

Subject: Verification of Bidder's qualification Criteria documents of the Tender

Tender Ref. No:

Tender for "
……”

All the BQC/techno-commercial documents and credentials have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been mode having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust. cheating and fraud and (ii) provisions of bidding conditions which entitle the BPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that any additional documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Authorized Signature

(Seal of the Company)

ANNEXURE-E

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref:…….. Date:……..

To,
Bharat Petroleum Corporation Limited
Kochi Refinery

Dear Sir,

Subject: Verification of Bidder's qualification Criteria (BQC) documents of the Tender

Tender Ref. No:

Tender for "
……"
M/s……..with its Registered office at……..intend to participate in the tender for …… for BPCL.

The tender conditions provide that the BIDDER shall submit BQC documents duly verified by independent Third Party inspection Agency.

In this regard, this is to certify that copies of all the BQC/techno-commercial related documents submitted to us for verification have been verified by us with the originals and found to be genuine. We have signed and stomped on the copies of all the verified documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company)

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Appendix to ITB

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8	APPENDIX VIII : INSTRUCTIONS TO BIDDERS FOR E-TENDERING.

A. GENERAL

1.0 SCOPE OF BID

1.1 In connection with the Invitation for Bids/ Letter Inviting Bid (IFB/LIB), Engineers India Limited (EIL) on behalf of Bharat Petroleum Corporation Limited (BPCL) 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) The **PURCHASER/CLIENT/OWNER** means Bharat Petroleum Corporation Limited (BPCL), having its Registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai - 400 001 and shall include its successors and assignees.

(b) "EIL" shall mean Engineers India Ltd., having its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi-110066 (INDIA) and engaged by BPCL as PMC/EPCM for their Project.

(c) Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and word written in capital or small letter or where the first letter capital have the same meaning; and

(d) The term 'Bid Due Date' shall mean the 'Final Bid Due Date'.

(e) The term "bid"/ "tender"/"offer"/"proposal" and their derivatives ("RFQ/Bidding/Enquiry" documents, "bidder/tenderer", "Vendor/Supplier/Seller", "Bid/tender", "bidding/tendering", "Contract/Purchase Order" etc.) are synonymous, and day means calendar day.

(f) Throughout this Bidding Document, E-Tendering website/E-procurement portal/NIC portal means Government of India Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app

(g) **CONSULTANT :-**

BPCL HAS APPOINTED ENGINEERS INDIA LIMITED (EIL) AS THE CONSULTANT FOR THIS PROJECT. OWNER HAS ALSO AUTHORIZED THE CONSULTANT TO ENTER INTO CORRESPONDENCE WITH BIDDER(S) & OBTAIN CLARIFICATIONS/ CONFIRMATIONS, IF ANY WITH RESPECT TO THIS RFQ/ BIDDING DOCUMENT. BY VIRTUE OF THIS AUTHORIZATION, EIL ON BEHALF OF BPCL MAY ENTER INTO CORRESPONDENCE / DISCUSSIONS & OBTAIN CLARIFICATIONS / CONFIRMATIONS FROM BIDDER(S) IF ANY.

BIDDER SHALL HONOUR EACH & EVERY CLARIFICATION / CONFIRMATION ARISING OUT OF THE CORRESPONDENCE / DISCUSSION BETWEEN THE CONSULTANT & BIDDER.

1.3 The successful bidder / "contractor" shall complete the Scope of Work within the Time Period/Completion Period stated in Bidding document.

2.0 ELIGIBLE BIDDERS

2.1 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)**

2.2 In case of open competitive basis, the bidding is open to the bidder who intends to submit the Bid, in response to IFB/NIT. **(Refer BDS)**

2.3 A bidder who is on **Holiday Listing / Negative List** of EIL/BPCL/MoP&NG 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. If the RFQ Document **is/was issued inadvertently to such Bidder/downloaded from website by such** Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.

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

2.5 If a Bidder (as per Clause No. **2.3** above) / proposed sub-contractor or sub-vendor, is placed on **Holiday Listing / Negative List** of EIL / BPCL/ MoP&NG after opening of price bid and such Bidder happens to be the lowest bidder, the enquiry shall be refloated for the items / parts for which the bidder is lowest.

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

2.7 The bidder shall not be under a declaration of ineligibility by OWNER for Fraudulent practices as defined at clause no. 41 of ITB.

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

i) that has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part,

or

ii) That has been hired by the Owner as engineer/consultant for the contract.

2.9 **Department of Expenditure (DoE) vide O.M. No. 7/10/2021-PPD(1) dated 23.02.2023 has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in). In view of the above, Bidder to submit signed and stamped copy of Appendix-I (Copy of existing policy) along with duly filled Form-IA (on Company's Letterhead) attached with this ITB for compliance.**

2.10 **Ministry of Petroleum & Natural Gas (MoP&NG) vide File no. FP-20013/2/2017-FP-PNG-Part(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 MoP&NG website.**

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

3.0 FRAUDULENT PRACTICES

Fraudulent Practices clause as per clause no. 41 of ITB shall be applicable.

B. CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

4.1 The Bidding Document consisting of Commercial & Technical Section has been hosted on E-Tendering website i.e. Government of India Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app

4.2 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with Clause No. **7.0** of ITB.

i. Invitation for Bid (IFB)/ Letter Inviting Bid (LIB).

ii. Instructions to Bidders and its attachments.

iii. Bid Data Sheet

iv. Bidding Forms

v. General Conditions of Contract (GCC).

vi. Special Conditions of Contract (SCC) and its Annexures.

vii. Schedule of Rates (SOR)/ Schedule of Prices (SOP).

viii. Technical Specifications / Standards.

ix. Drawings, if any

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

4.4 The bidder is expected to examine the Bidding document downloaded from the e-Procurement Portal, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding documents. The invitation for bid (bidding) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder in co-ordination to each other. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

4.5 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 SITE VISIT

5.1 Bidder, if required, may visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. **Accordingly, bidder to submit Declaration confirming Knowledge about Work Site Visit and Surrounding Conditions as per Form – J of Bidding Forms.**

5.2 Bidder is advised to visit and examine the site or / locations of warehouse (at his own cost), its surroundings and familiarise themselves of the existing facilities & environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation. Bidder shall provide at least two days in advance the details of their representatives along with details of laptop, mobile or any other electronic device or any equipment if any, being carried so as to make

arrangement for gate passes. Owner's decision on this regard shall be final and binding upon the bidder. The cost of visiting the site shall be at the bidder's own expense.

5.3 The bidder or any of its personnel or agents will be granted permission by the Owner to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Owner and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5.4 For site visit, Bidder may contact the following persons in EIL/BPCL:

Mr. Sriram Prasad Panda
Resident Construction Manager (RCM)
Engineers India Limited
BPCL Kochi Refinery, Ambalamugal, Kochi, Kerala (India)
Contact Details:
Mob no: 8790006080
E-mail id : sriram.panda@eil.co.in

6.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

6.1 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.

6.2 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding document in writing through e-procurement portal only in the format provided in Bidding Forms so as to reach prior to Pre-bid meeting. 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.

6.3 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.

6.4 Replies to the pre-bid queries will be uploaded on E-Tendering website i.e. Government of India Central Public Procurement (CPP) 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 Reply to Pre-bid queries containing clarification shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

6.5 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.

6.6 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.

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 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 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.

6.7 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

6.8 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 ITB/BDS for schedule and contact details related to site visit.

6.9 Bidder shall submit their queries strictly within cut-off date after which, BPCL/EIL shall reserve the right not to entertain any queries. **Format for Pre-Bid Queries is attached as Form-E of Bidding Forms.** Bidders shall submit the Pre Bid Queries on E-Tendering website only. Queries submitted through any other mode shall not be taken into cognizance.

7.0 AMENDMENT OF BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of bids, the Owner 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 Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. The addendum will be hosted on e-procurement website

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

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

7.4 The Owner/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

8.0 CONFIDENTIALITY OF BIDDING DOCUMENT

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

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

9.0 ACKNOWLEDGEMENT & CONFIRMATION

9.1 Bidder shall acknowledge and confirm his intention to bid for the tendered work as per proforma "Acknowledgement-Cum-Consent Letter" enclosed in Bidding Document as Appendix-VII to ITB. Bidder also must intimate their intention of not quoting if they are not submitting Bid.

9.2 In case of e- tendering, the bidder shall acknowledge and confirm his intention to bid for the tendered work on EIL website https://tenders.eil.co.in

C. PREPARATION OF BIDS

10.0 COST OF BIDDING

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

11.0 LANGUAGE OF BID

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

11.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, proper English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their country or bidder's Embassy in India or any translator in India recognized / authorized by bidder's Embassy.

12.0 DOCUMENTS COMPRISING THE BID

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

Electronic Bids (e-bid) in two parts i.e. PART I (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.

12.1 TECHNO-COMMERCIAL/ UNPRICED BID (through e-tender portal)

(a) Offer Covering letter (on bidder's letter head).

(b) 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.

(c) Scanned copy of Bid Security.

(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) digitally 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 45.0 of ITB.

(f) Integrity Pact (in the prescribed format as per **FORM-F** with the name of work & Bidding Document number duly filled signed & stamped) in accordance with Clause No.12.4 of ITB.

(g) Form of Bid as per **FORM-A,** Information about bidder in accordance with **FORM-B** provided in Bidding Forms.

(h) Details of Specific Experience fulfilling Qualification Criteria as per **FORM-C**.

(i) Past experience along with details and supporting documentation as called for in the Bidder Qualification Criteria (BQC) as per **FORM-D.**

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

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

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

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

(n) Financial details as per **FORM-M.**

(o) Complete Audited Annual Financial Year Report including Auditor's Report, Balance Sheet, Profit & Loss Account Statement and all other schedules for the immediate preceding three financial years or a certificate from the Practicing Chartered Accountant in case Audit is not mandatory indicating the turnover details for the relevant period shall be uploaded with the bid

(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 (replacing Prices with the word "Quoted")** Schedule of Rates (SOR) comprising Preamble to Schedule of Rates, Form SP-0.

(r) Any other document **required as per, Technical Specifications.**

(s) Any other document **required in the BDS**.

(t) Compliance of DMI&SP policy (as per format attached with Appendix-IV of this ITB), for applicability refer BDS

(u) Duly filled Form-IA & Form-IB (on company's Letterhead) attached with Appendix-I to ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Border with India.

(v) Self-Certification by Bidder under PPP-MII Order, 2017 towards mandatory minimum Local Content (as per Form-2 attached with Appendix-II of this ITB), for applicability refer BDS.

(w) Signed & stamped copy of List of Key Construction Manpower and Key Construction Equipment as enclosed in Annexure-V and Annexure-VIII to SCC.

(x) Annexure-A or Annexure-B to IFB (if applicable)

(y) Annexure-C to IFB (Undertaking by Bidder towards submission of TPIA verified documents).

(z) Signed and stamped copy of Annexure-I (Time for Completion) to SCC.

(aa) Declaration as per clause 2.6, 2.7 & 2.8 of ITB.

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

12.2 Priced Bid (through e-tender portal)

Price Bid shall be submitted by the bidder only on e-procurement portal.

(a) Schedule of Prices/ Schedule of Rates with percentage increase/decrease duly filled in the Form SP-0 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) Bidder to submit DETAILS OF BUILT-IN-CIF VALUE ON MERIT RATE OF CUSTOM DUTY in Form SP-3.~~

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

Notes:

a) In case a bidder submits prices or any other figure (required to be quoted in price bid) which affects the price evaluation, in their un-priced part, such prices shall not be given any cognizance. In case the bid of such bidder is techno-commercially acceptable, the prices as quoted by the bidder in the priced part shall be considered for evaluation and ordering.

b) If after opening of price part, it is observed that the bidder has not indicated the prices in the price part, the bid of such bidder shall be considered as non-responsive and shall be rejected irrespective of the fact that the bidder had submitted the prices in the un-priced part and price evaluation shall be carried out with the remaining techno-commercial acceptable bidders. Wherever e-procurement is followed, prices uploaded at the designated priced folder of the e-tendering website shall only be considered.

12.3 Submission of Documents in Original

Following documents shall be submitted in ORIGINAL **within 7 Calander Days** from the final extended Bid due date and time of e-bid submission in the E-procurement portal & in a sealed envelope, with proper index and covering letter in bidder's letter head. **For details, refer IFB.**

i) Earnest Money Deposit (EMD) / Bid Security

The envelope shall be titled "ORIGINAL DOCUMENTS)" with the Name of the Work, Bidding Document No., Name of the Project etc. along with the Bidder's name and address with contact no., email Id etc. and shall be submitted to the address as mentioned below:

Mr. Shashi Shekhar AGM (SCM),
Engineers India Limited,
R&D Complex, Sector-16 (On N.H.-8),
Tower-1 (1st Floor), Gurugram -122 001,
Haryana (India)
Contact- 0124-289 1357/ 1356
Email: sashi.shekhar@eil.co.in

12.4 INTEGRITY PACT

12.4.1 Bidder shall submit, the scanned copy of the Integrity Pact (IP) duly signed and stamped in token of compliance in Part-I of the Bid (**enclosed with Bidding Document as Form-F of Bidding**

Forms), wherever required as per Bid Data Sheet. **Non-submission of Integrity pact shall lead to not considering their bid for further evaluation**.

12.4.2 In case Bidder has not submitted Integrity Pact along with the Bid, one opportunity shall be given to the Bidder to submit Integrity Pact.

12.4.3 For detail of Independent External Monitors (IEMs), appointed by BPCL, in terms of Integrity Pact (IP) refer Integrity Pact.

12.4.4 No deviations / modifications in IP shall be acceptable. Bidder shall submit the same format of signed integrity pact (as provided in the bidding document duly signed by the buyer), duly filled-in, signed & stamped by the authorised signatory of bidder.

12.4.5 Integrity Pact shall be signed by the authorised signatory of the bid.

13.0 MULTIPLE/ALTERNATIVE BIDS

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

i) All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and EMD, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.

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

Note: However, in case BPCL/EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the Bidders, the provisions at Clause No. **13.1** ii) above shall not be applicable as long as only the sub-contractors / sub-vendors are common in case of various bidders. 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.

14.0 BID PRICES AND DISCOUNTS

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

14.2 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.

14.3 Bidder shall quote the overall (+/-) percentage in Schedule of Rates/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.

14.4 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.

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

14.6 DELETED

14.7 It shall be the responsibility of the Bidder to duly enquire of their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Custom Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL.

14.8 Price basis w.r.t inclusion/exclusion of taxes

The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively) and GST compensation cess, (if applicable) leviable on sale of finished goods/services as per Provisions of taxes & duties specified in SCC.

14.9 All duties, taxes, and other levies payable shall be as per Special Conditions of Contract (SCC).

14.10 It shall be the responsibility of the Bidder to duly enquire on their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Customs Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL.

14.11 **The Bidder shall keep the Owner / EIL indemnified from and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever** made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

15.0 CURRENCIES OF BID AND PAYMENT

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

15.2 Payment shall be as per Payment terms mentioned in SPC.

16.0 PERIOD OF VALIDITY OF BIDS

16.1 Bids shall remain valid for the period specified in the IFB/BDS from the Final Bid Due Date. A bid with shorter validity period shall be rejected by BPCL/EIL as non-responsive. Bidders shall not be entitled during the above period, without the consent of BPCL/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 BPCL/EIL in writing, BPCL/EIL shall forfeit Bid security, submitted along with the bid and shall reject their bids. Such Bidder may also be put on **Holiday Listing / Negative List**.

16.2 After opening of price bid, if the bidder increases the price, though within the validity period and even though the offer remains lowest, the bid shall be rejected. Such action of bidder shall result in forfeiture of earnest money and debarring for future enquiries. Holiday listing policy shall be followed if vendor's not ready to execute contract at quoted price.

16.3 In exceptional circumstances, prior to the expiration of the bid validity period, BPCL/EIL may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A bidder may refuse the request after which their offer will not be considered for further evaluation. A bidder granting the request shall not be permitted to modify its bid. If a bid security is requested in accordance with IFB, it shall also be extended for 2 (Two) months beyond the deadline of the extended validity period. A bidder may refuse the request without forfeiting its bid security.

17.0 POWER OF ATTORNEY

Bids shall be signed by the authorized signatory of the bidder. Bidder shall submit a Power of Attorney in the name of such authorized signatory(ies) along with their offer in line with clause no. 45 of ITB.

17.1 DIGITAL SIGNATORY

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

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

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

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

18.1 The bidder shall submit the, original Documents as per the requirement of clause no**. 12.2a**) of ITB, in separately sealed envelopes, duly marking the envelopes as per following:

Original Documents

Name of Work: _____

Bidding Document No.:_____

Due date & Time of Submission: _____

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

18.2 The envelope shall bear the name and address of the bidder and bear a warning "Do not open before the time and date of bid opening".

18.3 If envelopes are not sealed and marked as required, BPCL/EIL will assume no responsibility for the misplacement or premature opening of this envelope.

18.4 Bidder to ensure submission of Original EMD within 7 calendar days from the Final extended Bid Due Date failing which his bid shall be liable for rejection.

D. SUBMISSION AND OPENING OF BIDS

19.0 DEADLINE FOR SUBMISSION OF BIDS

19.1 Bidders shall submit their bids electronically in the e-tendering portal, within the date and time **specified in the Invitation for Bids (IFB)** or any extension thereof. Bidders submitting bids electronically shall follow the E-Tendering Methodology attached as Appendix-VIII to this ITB.

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

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

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

20.0 LATE BIDS

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

20.2 In the event the Bid Security in original, in accordance with Clause No. 19.2 of ITB, are not submitted within the deadline as per IFB, the bids shall be declared late and shall be rejected, notwithstanding the fact that the bid has been submitted in electronic form within the deadline.

20.3 Unsolicited bids or bids being submitted to place/website other than one specifically stipulated in the Bidding Document shall not be considered for opening/ evaluation / award

21.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

21.1 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**.**

21.2 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.

21.3 DELETED

22.0 BID OPENING

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

22.2 The order of opening of bids shall be as follows;

i. On scheduled date and time of Technical (UNPRICED) bid opening, Opening of **documents, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.**

ii. Financial (Price) bid of only those bidders whose bids is determined to be technically and commercially acceptable by EIL/BPCL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date and time of price bid opening and shall not be called for physical participation during bid opening.

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

22.3 If a supplier / an agency is placed on **Holiday Listing / Negative List** of EIL / BPCL / MoP&NG 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 **Holiday Listing / Negative List** of EIL / BPCL / MoP&NG after opening of unpriced bids but before opening of priced bids, further evaluation shall be stopped and the corresponding priced bid will not be opened. If a supplier/ an agency is placed on **Holiday Listing / Negative List** of EIL / BPCL/ MoP&NG after opening of priced bids and such a supplier/ agency happens to be the lowest bidder, the enquiry shall be refloated for the items/ parts for which the bidder is lowest.

E. EVALUATION AND COMPARISON OF BIDS

23.0 CONFIDENTIALITY

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

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

23.3 Notwithstanding Clause No. **23.2** of ITB, from the time of bid opening to the time of placement of Order, if a bidder wishes to contact BPCL/EIL on any matter related to the bidding process, it shall done so in writing only.

24.0 DETERMINATION OF RESPONSIVENESS

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

24.2 Prior to the detailed evaluation, the Owner/EIL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ Documents. For the purpose of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the RFQ Documents without deviations, objections, conditionality or reservations and submission of applicable documents.

24.3 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the RFQ Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favor of stipulations of the RFQ document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non-responsive and rejected.

24.4 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

25.0 BID REJECTION CRITERIA-ON ZERO DEVIATION BASIS.

25.1 This Enquiry is issued on “Zero deviation basis”. All queries related to scope shall be clarified before bid submission. The bidders shall adhere to all provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered as non-responsive and are liable to be rejected.

26.0 CLARIFICATION OF BIDS

26.1 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/BPCL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. EIL/BPCL’s request for clarification and the response shall be in writing.

26.2 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/BPCL in writing.

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

26.4 For cases involving Bidder Qualification (Experience) Criteria, only such past experience(s) shall be considered for qualification, details of which are provided in the Bid by the Bidder and/or out of the list of Similar Work experiences specified in the Bid (with or without submitting relevant qualification documents), and subsequently no additional past experience (PTR) which is not referred at all in the Bid in specific location, shall be permitted to be submitted by the Bidder and the Bid shall be evaluated in the following manner:

a) In case, a Bidder does not meet the BQC based on experience documents (copy of work order, completion certificate, performance certificate etc. as more specifically mentioned in the BQC) submitted by the Bidder in support of meeting the BQC, Bids shall be rejected in case of "No Deviation Bid" without issuing TQs/CQs. However, in case CQs/ TQs are issued, Bidders can be allowed to submit additional documents for any of the work out of the past experience(s) (PTR) list already submitted along with the Bid, to support their meeting the BQC.

b) No additional past experience(s) (PTR) (not specified in the list already provided by the Bidder in their Bid) shall be considered from the Bidders, since this would amount to substantive change in the Bid.

27.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

27.1 Prior to price opening of bids, EIL/BPCL will determine whether each bid is accompanied with requisite documents;

i) Fulfils the technical, Commercial, financial and other requirements as specified in the Bidding Document;
ii) Bid's responsiveness and clarifications thereafter, if any;
iii) Any other relevant factor, if any that BPCL/EIL deemed necessary or prudent to be taken into consideration.
iv) EMD / Bid Security as per the requirement specified in IFB (open competitive bidding)

27.2 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.

27.3 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for price 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.

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

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

27.5 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. 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.

28.0 OPENING OF FINANCIAL (PRICE) BID

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

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

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

29.0 ARITHMETIC CORRECTIONS IN PRICE BID

29.1 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 format as per following:

29.2 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;

29.3 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.

29.4 In case of item rate tenders, if a bidder does not quote any of the item rates, his prices shall be loaded by the highest rate quoted by any bidder for such items. However, the Bid of such Bidders shall be rejected if EIL estimate for such items is more than 10% of their quoted total price for the works (excluding the items not quoted). Further, for the purpose of award, the lowest rate among all bidders and EIL cost estimate shall be considered for award. In case the bidder refuses to accept the award, the bid shall be liable for various actions in terms of the bidding document.

30.0 DELETED

31.0 EVALUATION AND COMPARISON OF PRICE BIDS

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

31.2 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.

31.3 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.

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.

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

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

31.6 Preference to MSEs, if applicable as per BDS, as per clause no**. 33.0** below.

31.7 Public Procurement (Preference to Make in India) (PPP-MII), if applicable as per BDS, as per clause 35.0 below.

31.8 REVERSE AUCTION

Reverse auction is not applicable.

32.0 BPCL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

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

33.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

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

34.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP), FOR APPLICABILITY REFER BID DATA SHEET (BDS):

Refer **Appendix – IV** to ITB for details.

Bidder to refer following Provisions w.r.t DMI&SP Policy: -

1. For MR-

i) In case Bidder's Quoted Price (Item wise basis) is more than INR 5 lakhs, Bidder should comply with the Domestically Manufactured Iron & Steel Policy (DMI&SP) for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit of such Iron & Steel products as per the Format enclosed as **Annexure-4** (Form-1-Self Certification).

Bidder shall submit a "Declaration of Non-Applicability of DMI&SP Policy as per **Annexure-3** if Bidder's Quotes Price (Item wise basis) is lower than the threshold value of INR 5 Lakhs. In such case, after price bid opening, if Price of any quoted item is found more than INR 5 Lakhs, it shall be construed as the false/wrong declaration and Penal action shall be initiated against the Bidder as per provision specified below. If such a supplier/agency happens to be the lowest bidder during price evaluation, the bid shall be rejected and the next lowest bidder shall be considered as L1.

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

ii) All bidders including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses shall submit **Annexure-4** (Form-1-Self Certification) as part of their bid, irrespective of whether they are the manufacturer or otherwise.

III) Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are

eligible to bid with **Annexure-4** (Form-1-Self Certification) on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorization certificate issued by the domestic manufacturer at the time of delivery. In such case, Bidder shall submit an Undertaking as per **Annexure-2A.**

Note –

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

b) In case of detection of wrong declaration by the bidder of the prescribed declaration(s), the following actions shall be taken by EIL:

After priced bid opening but before Award: - Rejection of bid and forfeiture of EMD and banning of business dealings in line with the EIl extant policy.

After Award: - In case the Contractor/Supplier submit False declarations and/or does not meet the Domestic Value Addition (DVA) as specified in DMI&SP Policy, penalty actions shall be taken as per the provisions of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 and its subsequent amendments, irrespective of the fact whether the Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 is applicable or not in the RFQ/tender.

2. For Item Rate/EPC/Package enquires –

i) In case of Item rate/EPC/package enquiries, bidder(s) to furnish affidavit as per **Annexure-4** (Form-1-Self Certification) at the time of delivery. Bidder to submit an undertaking to this effect as per **Annexure-2** w.r.t compliance of this DMI&SP Policy. Compliance towards certification of **Annexure-4** (Form-1-Self Certification) shall be as stipulated at 1(ii) and 1(iii) referred above.

ii) For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

Note –

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

b) In case of detection of wrong declaration by the bidder of the prescribed declaration(s), the following actions shall be taken by EIL:

In case the Contractor/Supplier submit False declarations and/or does not meet the Domestic Value Addition (DVA) as specified in DMI&SP Policy, penalty actions shall be taken as per the provisions of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 and its subsequent amendments, irrespective of the fact whether the Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 is applicable or not in the RFQ/tender.

35.0 PROVISION REGARDING POLICY OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII), FOR APPLICABILITY REFER BID DATA SHEET (BDS):

Refer **Appendix – II** TO ITB for details.

Bidder to refer following Provisions w.r.t PPP-MII: -

At the bidding stage:

Bidders shall submit **FORM-2** (Attached as Annexure-II to ITB) in their bid.

During execution stage: -

Successful bidder is required to submit documents as per following clause.

(a) For all contracts up to INR 10 Crore Contractor/ Supplier shall submit **Form-2A**. However, for contracts above INR 10 Crore, the Bidder shall be required to submit local content certification (as per **FORM-3 & 3A**) duly certified by Statutory Auditor or Cost Auditor (in the case of companies) or from a Practicing Cost Accountant or Practicing Chartered accountant (in respect of contractors / suppliers other than companies). For cases where it is not possible to provide such certification, the Contractor / supplier is permitted to provide the certificate after completion of contract but not later than submission of Final Bill. In that case, an amount equivalent to 10% of invoice value shall be retained from each invoice till submission of **Form-3 & 3A.**

(b) In case the Contractor/Supplier submit False declarations and / or does not meet the stipulated local content requirement and the category of the Contractor/ Supplier changes from Class-I to Class-II / Non-local or from Class-II to Non-local, default and penalty actions shall be taken as per the provisions of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 and its subsequent amendments.

F. AWARD OF CONTRACT

36.0 AWARD CRITERIA

36.1 Pursuant to clause no. 28.0 and Clause no. 32.0 of ITB, BPCL shall award the Contract to the bidder in line with Award Methodology mentioned in IFB.

37.0 NOTIFICATION OF AWARD

37.1 Prior to the expiration of the period of bid validity, the BPCL 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 / Letter of Acceptance (LOA)**" shall specify the sum that BPCL will pay the Contractor in consideration of the execution and completion of the Works.

37.2 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 BPCL shall constitute a binding contract between the successful bidder and BPCL.

38.0 PERFORMANCE BANK GUARANTEE

38.1 Within 15 days from the date of Letter of Acceptance, the Contractor shall furnish the Performance Bank Guarantee for the required value, period and in the proforma, in line with bidding document.

38.2 Failure of the successful bidder to submit the above-mentioned **Performance Bank** shall constitute sufficient grounds for the annulment of the award.

39.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

40.0 CARTEL FORMATION

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

41.0 FRADULANT PRACTICE

41.1 The OWNER requires that Bidders/Vendors/Contractors observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, and includes

collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition.

41.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

41.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

41.4 In case, the information/ document furnished by the Bidder/vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to OWNER under the contract such as forfeiture of PBG/Security Deposit, withholding of payment etc.

41.5 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/Vendor/Contractor along with forfeiture of PBG/Security Deposit furnished by the Bidder/Vendor/Contractor.

41.6 Further, such Bidder/Vendor/ Contractor shall be put on Holiday/Negative List of OWNER debarring them from future business with OWNER and EIL for a time period, as per the prevailing policy of OWNER and EIL

42.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER

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

a) All certificates with effect from 1st February, 2019.

b) GST and Income Tax Audit with effect from 1st April, 2019.

c) All Audit and Assurance Functions with effect from 1st July, 2019.

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

43.0 Policy for Holiday listing of vendors in BPCL shall be as per Appendix-V to this ITB.

44.0 DELETED

45.0 POWER OF ATTORNEY

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

45.2 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 (not applicable for this Tender)**: 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.

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

For Foreign Bidders, POA shall be:

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

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 BPCL/EIL or any person, in connection with the works, without any prejudice, limitations and exceptions till the completion of the bidding process.

46.0 Conditions regarding forfeiture of bid security

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

APPENDIX I TO ITB
(COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND 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.

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.

Form- I A

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 (V) 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 and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[ ]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[ ]
Notes: a) Bidder to tick appropriate option ($\surd$) 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 walver 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 uhder 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.]

ANNEXURE II

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

ANNEXURE-1

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

Shastri Bhawan, New Delhi
Dated 21st August, 2024

To

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

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

Sir/ Madam,

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

Yours faithfully

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

Encl.: as above

Copy to:

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

Annexure -I

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

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

   Explanatory notes for calculation of local content given above

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3A. Purchase Preference

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Verification of local content:**

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

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

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

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

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

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

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

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

i below.

l. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. **Reciprocity Clause**

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19/7/24

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

Annexure-2(Rev)

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:

APPENDIX III TO ITB
(DELETED)

APPENDIX IV TO ITB
(POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT)

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

भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY

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

प्राधिकार से प्रकाशित
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इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 17 दिसम्बर, 2025

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

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

1. पृष्ठभूमि

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

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

2. परिभाषाएं

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

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

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

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

% घरेलू मूल्य संवर्धन =

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

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

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

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

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

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

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

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

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

2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में शामिल मदों के लिए 20% होगा।

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

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

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

3. अपवर्जन

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

3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का विनिर्माण देश में नहीं किया जाता हो, अथवा

3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।

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

4. स्थायी समिति

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

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

4.2.1 नीति के कार्यान्वयन की निगरानी करना।

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

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

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

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

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

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

5. प्रयोज्यता

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा अधिप्राप्ति की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णत:/आंशिक रूप से वित्तपोषित किया जाता है।

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

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

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

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

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

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

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

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

6. अधिप्राप्ति के लिए निविदा प्रक्रिया

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

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

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

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

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

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

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

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

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

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

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

6.11 यदि, इस मामले को इस्पात मंत्रालय के पास भेजा जाता है, तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोलीदाता से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।

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

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

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

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

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

अनुलग्नक-क

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

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

	समान रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो		
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	50% घरेलू मूल्यवर्धन
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	50% घरेलू मूल्यवर्धन
21	स्टेनलैस स्टील का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट-रोल्ड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील का वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रोड, हॉट-रोल्ड	7227	मेल्ट एंड पोर
26	अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रील बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	50% घरेलू मूल्यवर्धन
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	50% घरेलू मूल्यवर्धन
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	50% घरेलू मूल्यवर्धन
30	अधिकतक 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	50% घरेलू मूल्यवर्धन
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलीकृत गैस के लिए कन्टेनर	7311	50% घरेलू मूल्यवर्धन
32	लौह अथवा इस्पात का स्टैंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	50% घरेलू मूल्यवर्धन
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार्ब्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स	7313	50% घरेलू मूल्यवर्धन

	किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर		
34	लौह अथवा इस्पात वायर का ग्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु	7314	50% घरेलू मूल्यवर्धन
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	50% घरेलू मूल्यवर्धन
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	50% घरेलू मूल्यवर्धन
37	लौह एवं इस्पात की वस्तुएं	7317	50% घरेलू मूल्यवर्धन
38	लौह एवं इस्पात की वस्तुएं	7318	50% घरेलू मूल्यवर्धन
39	लौह एवं इस्पात की वस्तुएं	7319	50% घरेलू मूल्यवर्धन
40	लौह अथवा इस्पात की स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	50% घरेलू मूल्यवर्धन
41	लौह अथवा इस्पात के स्टोव्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बॉयलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	50% घरेलू मूल्यवर्धन
42	लौह अथवा इस्पात का सेंट्रल हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	50% घरेलू मूल्यवर्धन
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	50% घरेलू मूल्यवर्धन
44	लौह अथवा इस्पात के सेनेटरी वेयर और उसके पार्टस	7324	50% घरेलू मूल्यवर्धन
45	लौह अथवा इस्पात के अन्य कास्ट सामान	7325	50% घरेलू मूल्यवर्धन
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	50% घरेलू मूल्यवर्धन
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्व-चालित नहीं है	8605	50% घरेलू मूल्यवर्धन
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	50% घरेलू मूल्यवर्धन
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ज्ड किया हुआ पहिया और उसका हिस्सा	8607	50% घरेलू मूल्यवर्धन

परिशिष्ट- ख

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

नोट:

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

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

परिशिष्ट-ग

लौह एवं इस्पात क्षेत्र में स्वदेशी प्रौद्योगिकियों को बढ़ावा देना

1) **उद्देश्य:**

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

2) **विषय क्षेत्र:**

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

3) **नीति निदेश:**

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

3.1.1 उत्पादन क्षमता प्रस्तावित संयंत्र की क्षमता का 30% होगी

3.1.2 वेंड़र्स के साथ स्पष्ट साझेदारी की प्रामाणिक उपलब्धता

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

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

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

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

3.2.3 वेंड़र्स के साथ स्पष्ट गठजोड़ की उपलब्धता

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

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

4) **कार्यान्वयन निरीक्षण:**

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

प्रपत्र-1

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

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

मैं,_____,निवास_____,मेसर्स_____

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

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

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

उत्पाद का नाम: _____

एचएस कोड: _____

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

प्रापण एजेंसी: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(स्थान एवं दिनांक)

मैसर्स_____

के लिए और उनकी ओर से

(अधिकृत हस्ताक्षरकर्ता)

[फा. सं. 8(2)/2023-आईडी-I]

अभिजीत नरेंद्र, संयुक्त सचिव

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 17th December, 2025

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

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

1. **Background**

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

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

2. **Definitions**

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

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

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

2.4. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT guidelines and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

% Domestic value addition =

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

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

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

{Total value of the item to be procured}

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

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

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

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

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

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

2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In the case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

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

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

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

3. **Exclusions**

3.1. Waivers may be granted by the Ministry of Steel to all such Government procurements subject to the below conditions:

3.1.1. Where specific grades of steel are not manufactured in the country, or

3.1.2. Where the quantities as per the demand of the project cannot be met through domestic sources.

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

4. **Standing Committee**

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

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

4.2.1. Monitor the implementation of the policy.

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

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

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

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

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

4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of the Committee.

5. **Applicability**

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

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

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

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

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

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

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

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

6. **Tender procedure for procurement**

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

6.2. The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to the requirement as mentioned in Appendix A and Appendix B.

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

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

6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

6.6. If Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to the procuring entities for appropriate reciprocal action.

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

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

6.9. In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP policy.

6.10. A supplier debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter.

6.12. Procuring agency shall define the penalties, in case of a wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties, and blacklisting of such manufacturer/service provider etc., in terms of extant rules.

7. Implementation monitoring by the Ministry of Steel

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

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

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

Appendix-A

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

Sl. No	Iron & Steel Products	HS Code	Condition
1	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	Melt & Pour
2	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
7	Other bars and rods of iron or non-alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour

15	Rails, railway or tramway track construction material of iron or steel	7302	50% Domestic Value Addition
16	Tubes, pipes and hollow profiles, of cast iron	7303	50% Domestic Value Addition
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	50% Domestic Value Addition
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	50% Domestic Value Addition
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	50% Domestic Value Addition
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	50% Domestic Value Addition
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non-alloy steel	7228	Melt & Pour
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	50% Domestic Value Addition
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	50% Domestic Value Addition
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment	7309	50% Domestic Value Addition
30	Tanks, casks, drums, cans, boxes and similar containers, for any material(other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300L,whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	50% Domestic Value Addition
31	Containers for compressed or liquefied gas, of iron or steel	7311	50% Domestic Value Addition
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	50% Domestic Value Addition
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	50% Domestic Value Addition
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	50% Domestic Value Addition
35	Chain and parts thereof, of iron or steel	7315	50% Domestic Value Addition

36	Anchors, grapnels and parts thereof, of iron or steel	7316	50% Domestic Value Addition
37	Articles of iron and steel	7317	50% Domestic Value Addition
38	Articles of iron and steel	7318	50% Domestic Value Addition
39	Articles of iron and steel	7319	50% Domestic Value Addition
40	Springs and leaves for springs, of iron or steel	7320	50% Domestic Value Addition
41	Stoves,ranges,grates,cookers(including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	50% Domestic Value Addition
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	50% Domestic Value Addition
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	50% Domestic Value Addition
44	Sanitary ware and parts thereof, of iron or steel	7324	50% Domestic Value Addition
45	Other cast articles of iron or steel	7325	50% Domestic Value Addition
46	Electrical steel and other articles of iron or steel	7326	50% Domestic Value Addition
47	Railway or tramway passenger coaches, not self-propelled	8605	50% Domestic Value Addition
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50% Domestic Value Addition
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50% Domestic Value Addition

Appendix- B

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

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

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

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

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

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

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

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

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

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

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

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

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

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items

Note:

* Instrumentation, automation, communication equipment, Fire Detection & Alarm (FDA) system, and CCTV system shall comply with the domestic content requirements for capital goods in line with Class-I and Class-II supplier norms as per DPIIT as well as MEITY guidelines.

** Highly specialized equipment, components, and critical parts such as semiconductor chips for instrumentation, automation, communication systems, fire detection & alarm (FDA) systems, and CCTV systems are currently being sourced from global technology leaders. However, the overall system assembly, integration, and manufacturing activities are being carried out in India, with the remaining components procured through domestic sources.

Appendix-C

Promotion of Indigenous Technologies in Iron & Steel Sector

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

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

3) **Policy Directives:**

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

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

3.1.2 Availability of demonstrable tie ups with the vendors.

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

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

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

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

3.2.3 Availability of demonstrable tie ups with the vendors.

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

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

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

Form-1

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

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

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

do hereby solemnly affirm and declare as under:

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

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

Name of product(s): _____

HS Code(s): _____

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

Procuring agency: _____

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

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

The steel was melted and poured in India.

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of

(Place & Date)

M/s _____

(Authorised Signatory)

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

ABHIJIT NARENDRA, Jt. Secy.

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Annexure-2

(to be submitted in Bidder's letter head)
[Item rate /EPC /Package Contracts]
UNDERTAKING ON LETTERHEAD

Item / Works:
Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part..... dated .....including its amendments thereafter (if any)".
We confirm:

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

- that we will submit Notarized Affidavit of Self Certification of Domestic value addition in Iron & Steel Products and submit to Owner/ EIL at the time of delivery of related iron and steel products required under the bidding document.

Sign & Stamp of bidder

Annexure-2A

(to be submitted in Bidder's letter head)

[for Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses]

Item:

Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part -..... dated..... including its amendments thereafter (if any)".

We confirm:

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

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

Sign & Stamp of bidder

Annexure-3

DECLARATION OF NON-APPLICABILITY OF DMI&SP POLICY

(to be submitted in Bidder's letter head)
UNDERTAKING ON LETTERHEAD

Item / Works:
Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products DMI&SP) in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part ..... dated ..... including its amendments thereafter (if any)".

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

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

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

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

Sign & Stamp of Bidder

Annexure-4

Item / Works:

RFQ/Bidding Document no:

Form-1

Affidavit (Notarized) of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B)*
**For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.*

I,_____, Resident of _____, being the authorized signatory of M/s _____, do hereby solemnly affirm and declare as under:

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

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

   Name of product (s):.....
   HS Code (s):.....
   Appendix classification: Appendix-A / Appendix-B (select as applicable)
   Procuring agency: .....

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition
   I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically: The steel was melted and poured in India.

   The first solid shape (slab/billet/ingot/other) was produced at the following location(s): as specified below / as per Form-1A *(strike through which is "Not Applicable").*
   Steelmaking facility: .....
   Location: .....
   Heat numbers:.....
   Batch details: .....

   I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency. *(If not applicable, write "Not Applicable".)*

4. Domestic Value Addition - Applicable for Appendix-A DVA items and Appendix-B capital goods:
   I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____% / as per Form-1A *(strike through which is "Not Applicable").* The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

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

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination.
   If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.

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

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

For and on behalf of M/s _____

(Authorised Signatory)
(Place &
Date)

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

FORM-1A

(Applicable for the iron and Steel products specified in Appendix-A only)

BIDDER:	
TENDER / RFQ NO:	
PROCURING AGENCY:	
APPENDIX CLASSIFICATION:	Appendix-A

MR Item No	Name of product (s):	HS Code (s)	Steelmaking facility:	Location:	Heat numbers	Batch details:	Domestic Value Addition (DVA) for the product(s) in %.
shall be referred from MR		These columns shall be filled for items with required condition as "Melt & Pour"					This column is applicable for items "condition" with specific DVA.
							.....%
							.....%
							.....%
							.....%
							.....%

Note –

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

APPENDIX V TO ITB
(POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL)

Policy for holiday listing of vendors in BPCL

1. Introduction :

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various "Agencies" (which shall include vendors/parties/contractors/suppliers/ consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors form committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

Holiday Listing from business dealings involves civil consequences for the "Agency" concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing" and the term Holiday Listed Companies is used accordingly in this document.

2. Scope :

2.1 The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.

2.2 The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.

2.3 These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by BPCL.

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2.4 The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

3. **Definitions :**

In these Guidelines, unless the context otherwise requires

(i) Agency; "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'.;

"Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

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

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

(ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".

(iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:

The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager

(iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

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

(vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;

(vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-

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competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

(xiii) Vendor De-listment Committee: "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

4. Holiday Listing:

4.1 Reasons for Holiday Listing : An Agency may be placed in Holiday List for any one or more of the following circumstances:

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

a. has indulged in malpractices ;
b. has submitted fake, false or forged documents / certificates
c. Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
e. has deliberately indulged in construction and erection of defective works or supply of defective materials
f. Has not cleared previous dues to BPCL if applicable.
g. Has committed breach of contract or has abandoned the contract.
h. Poor performance of the Agency in one or several contracts;
i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
j. Withdraws/ revises the bid upwards after becoming the L1 bidder.
k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

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

a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation ;

b. If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;

c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

4.2 Procedure :

4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I. ;

4.2.2. The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.

4.2.3. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer – In –Charge or the designated incharge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.

4.2.4. On preliminary examination of the proposal with attached documents, if the vendor delistment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

4.2.5. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation

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4.2.6. On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.

4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.

4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :

- Approve the proposal for Holiday Listing as such, OR
- Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case, OR
- Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case, OR
- Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.

4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.

4.2.10. The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer – In-Charge /Department responsible for invitation of bids.

However, if any agency , which is under holiday listing process with BPCL, has participated in a tender by submitting bid, the department responsible for initiating the holiday listing process shall expedite completion of the same within 21 days of technical bid opening , based on which the tender can be proceeded with.

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4.2.11. Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily the period for which as Agency is Holiday listed should not be less than 1 year (6 months in less serious cases with proper justification) and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15 years
2	Submitted fake, false or forged documents / certificates	3 years
3	has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipment's supplied by BPCL	15 years
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules, safety norms, environmental norms or other statutory requirements	3 years
5	has deliberately indulged in construction and erection of defective works or supply of defective materials	3 years
6	has not cleared BPCLs previous dues if applicable	1 year
7	has committed breach of contract or has abandoned the contract	3 years
8	Poor performance of the Agency in one or several contracts	1 year
9	has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11	has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL	15 years
12	If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13	Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	3 years

4.2.13. In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, .no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

4.2.14. Provision for Appeal;

(i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.

(ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;

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

(iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also give an opportunity for personal hearing, to the Appellant Agency;

(v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :

a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR

b) Annul the order of the Competent Authority.

(vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.

(vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Annexure III

(viii)No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

4.2.15. Effect of Holiday Listing

(i) No enquiry / bid / tender shall be entertained with an Agency (including Allied Agency) as long as the 'Agency' name appears in the Holiday list.

(ii) If an 'Agency' is put on the Holiday list during tendering :

a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before

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

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

bb) In case, any debarred firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

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

(iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

5. **Declaration by Bidders regarding Holiday Listing status:**

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

Bidder should submit a declaration to the effect that he has not been convicted of an offence–

(a) under the Prevention of Corruption Act, 1988: or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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6. **Revocation of Holiday Listing:**

6.1 An order for Holiday Listing once passed for a certain specified period shall be revoked as under:

6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Procurement Department Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Department.

6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

7. **Publishing of holiday listing information in BPCL Web-site:**

7.1 Once an order of Holiday Listing of an Agency is passed by a Competent Authority, the said information shall be published in the BPCL web-site, by the Nodal Department;

7.2 All Procurement Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by BPCL; suitable declarations to this effect shall be incorporated in the concerned approval notes/TEC Note.

7.3 All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Department, who in turn shall update the information in the web-site accordingly.

7.4 To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Department should update the information in the BPCL web site, as soon as they get intimation from the Procurement Group, along with copy of proposed show cause notice.

7.5 If any Communication is received from the Administrative Ministry (i.e. MOP&NG) advising banning of business dealings with any Agency, the Nodal Department should take immediate action to circulate the same to all Procurement Departments within the Corporation, update the website and also send intimation to the concerned Agency in format Ann. IV

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FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG.

(On Company Letter Head, to be signed by the duly authorized person)

Date: _____

TENDER NO. : .....

TITLE OF TENDER: .....

To,
Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or convicted of an offence –

(a) under the Prevention of Corruption Act, 1988: or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(Signature and Stamp of the Bidder)

Bidder Name:

Date :

Address:

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APPENDIX VI TO ITB
(DELETED)

APPENDIX VII TO ITB
(ACKNOWLEDGEMENT CUM CONSENT LETTER)

ACKNOWLEDGEMENT CUM CONSENT LETTER

To

Mr. L. Thavurya , GM(SCM),
Engineers India Limited,
l.thavurya@eil.co.in

ATTN : Mr. L. Thavurya , **GM(SCM),**

NAME OF WORK :

BIDDING DOCUMENT NO. :

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 our quoting office:

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 Delhi, 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)

APPENDIX VIII TO ITB
(INSTRUCTIONS TO BIDDERS FOR E-TENDERING.)

1.0 INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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

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

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

2.0 REGISTRATION

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

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

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

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

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

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

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

3.0 SEARCHING FOR TENDER DOCUMENTS

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

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

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

4.0 PREPARATION OF BIDS

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

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

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

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

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

5.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

6.0 RETENDER

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

7.0 WITHDRAWAL OF BID

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

8.0 ASSISTANCE TO BIDDERS

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

relevant contact person indicated in the tender.

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

BID DATA SHEET
(BDS)

BID DATA SHEET		
S.NO.	**ITB CL. NO.**	**CONTENT**
1.	**ITB 1.1**	**Bidding Document No.: SS/ B895-999-CF-T-8202/1018** **Name of Work: MISC. BUILDING WORKS**
2.	**ITB 2.1, 2.2 & 2.3 ELIGIBLE BIDDERS**	**Enquiry Basis is Domestic Competitive Bidding** **Only Class-I Local Suppliers are eligible to bid as per PPP-MII Policy.** Bids received from Class-II / Non-local suppliers as per PPP-MII Policy shall not be considered for evaluation and shall be rejected.
3.	**ITB 6.0 PREBID MEETING**	**Applicable (Refer IFB for details)**
4.	**BID SECURITY/EMD**	**Applicable (Refer clause no. 6 of IFB for details)**
5.	**ITB 12.4 INTEGRITY PACT**	**Applicable** **Scanned copy of Integrity Pact (as per the format enclosed) (FORM-F to Bidding Forms) to be submitted (i.e. uploaded on Govt. Of India E-PROCUREMENT PORTAL).** The detail of Independent External Monitors (IEMs), appointed by BPCL are provided in Integrity pact.
6.	**ITB 16.0 PERIOD OF VALIDITY OF BIDS**	Bid shall remain valid for a period of **Four Months** from the Final Bid Due Date.
7.	**ITB 19.0 DEADLINE FOR SUBMISSION OF BIDS**	**Refer E-PROCUREMENT PORTAL**
8.	**ITB 31.0 EVALUATION AND COMPARISON OF BIDS**	The evaluation and comparison of bids shall be carried out as per following: I. **To arrive at the evaluated price, the Total amount quoted shall be calculated / established based on increase / decrease quoted in Form SP-0 by bidder.** II. Unsolicited discount, if offered, shall not be considered for evaluation. III. GST shall be applicable @ 18 % on Total Contract Value.
9.	**ITB 33.0 PREFERENCE TO MICRO & SMALL ENTERPRISE**	Being “Works Contract”, No Purchase Preference shall be applicable to Micro and Small Enterprises/ Bidders as per Public Procurement Policy for MSE.
10.	**ITB 34.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT(DMI&SP)**	Applicable. Bidder to follow latest Govt of India DMI&SP Policy as and when issued and revised by respective authority(ies).
11.	**ITB 35.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN**	Only Class-I Local Suppliers are eligible to bid as per PPP-MII Policy. Bidder to submit duly filled in FORM-2 of APPENDIX-II to ITB.

BID DATA SHEET		
S.NO.	**ITB CL. NO.**	**CONTENT**
	INDIA)	Bids received from Class-II & Non-Local Supplier shall not be considered for evaluation. Non-compliance shall be ground for rejection of offer.
12.	**SCC** **FIRM PRICE**	Firm And Fixed
13.	**LIQUIDATED DAMAGES**	Applicable as per clause no. 22 of General Conditions of Contract (GCC)
14.	**PERFORMANCE BANK GUARANTEE (PBG)**	10% of Total Order Value. Refer GCC for details.
15.	**REVERSE AUCTION**	Not Applicable.
16.	**PAYMENT TERMS (SCC)**	Payment Terms shall be as per Annexure-II to SCC.
17.	**ITB CLAUSE NO. 5.0** **(Date for SITE VISIT)**	Refer NIT.

BIDDING FORMS

TABLE OF CONTENTS

FORM NO.	DESCRIPTION
A	FORM OF BID
B	INFORMATION ABOUT BIDDER
C	DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION CRITERIA
D	PAST EXPERIENCE IN SUPPORT OF BQC
E	COMPLIANCE TO BID REQUIREMENT
F	INTEGRITY PACT
G	SELF DECLARATION
H	CHECK LIST FOR SUBMISSION OF BID
I	BANK MANDATE FORM
J	DECLARATION CONFIRMING KNOWLEDGE ABOUT WORK SITE VISIT AND SURROUNDING CONDITIONS
K	FORMAT FOR TAX RESIDENCY CERTIFICATE AND FORM NO.10F- ***DELETED***
L	FORMAT FOR BIDDERS' PRE-BID QUERIES
M	ANNUAL TURNOVER STATEMENT
N	FORMAT OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT / BID SECURITY
O	AFFIDAVIT OF DMI&SP POLICY

FORM-A

FORM OF BID

(To be filled by the Bidder)

Serial No. **Date:**

To
Engineers India Limited
R&D Complex, Sector-16 (On N.H.-8)
Tower-1 (1st Floor),
Gurugram -122 001
Haryana (India)

Dear Sirs,

Having examined the Bidding Documents consisting of the Letter Inviting Bid / Invitation for Bids, Bidding Data Sheet, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Technical requirements, Time Schedule, Form of Agreement, Form of Bid, and Addendum(s) to the Bidding Documents (if any), and having understood the provisions of the said Bid Documents and having thoroughly studied the requirements of BHARAT PETROLEUM CORPORATION LIMITED in connection with the ---------- (Name of Work) for **.....** and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and/or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I/we hereby submit our bid/offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rates/prices quoted by me/us in Schedule of Rates/Price included within the Bid Documents and arrived at rates/prices for the services and supplies as per the Schedule of Rates/Price. If the work is awarded to me/us, I/we undertake to perform the work and make the supplies in accordance with the Contract Documents as defined in the Form of Agreement forming part of the bid documents and accept the terms and conditions of Contract as laid down therein and undertake to submit within 15 (Fifteen) days of receipt of Notification of award of Bid for security deposit as specified in the Fax of Acceptance of bid by way of Bank Guarantee from a Scheduled Bank in India and to commence work at the job site and to sign the formal Contract in terms of the Proforma of Memorandum of Agreement (enclosed with GCC) forming part of Bid Documents within 15 (Fifteen) days of receipt of the Letter of Award / Fax of Acceptance from BHARAT PETROLEUM CORPORATION LIMITED

I/ We further undertake to keep my/our Bid/offer open for a period as mentioned in Bid Data Sheet from the date of opening of bids.

Yours faithfully,

(Signature(s) of the Bidders(s))

Name & Designation of authorised person signing the Bid on behalf of the Bidder(s)

Full Name and address of the Bidder(s).

FORM-B

INFORMATION ABOUT BIDDER

To

BPCL

S.NO.	DESCRIPTION	BIDDER'S REPLY
1.1	Legal Name of the Bidder (Company)	
1.2	Date of Business (Company) Establishment	Day Month Year
1.3	Country of registration and Registration Number:	
1.4	Address of Registered Office:	_____ _____ City :_____ District :_____ State :_____ PIN/ZIP:_____
1.5	Operation/Working Address if different from above:	_____ _____ City :_____ District :_____ State :_____ PIN/ZIP:_____
1.6	Telephone Number (Incl. ISD & Area code, as applicable)	
1.7	Fax Number:	
1.8	Name & Mobile no. of Concerned person(s)	
1.9	E-mail address:	
1.10	Internet Website(If applicable)	
1.11	ISO Certification, if any	

S.NO.	DESCRIPTION	BIDDER'S REPLY
2	GENERAL	
2.1	Income Tax PAN No.(In India) of the firm.	
2.2	Whether Registered as MSE bidder or not.	
2.3	Detail of MSE Registration & MSE Registration No.	
2.4	GST Registration No. of the firm	
3.0	**Change of Ownership:** has there been any major change of Ownership of the establishment over the past five (5) years. If so, kindly provide details and if not, please affirm by " NONE".	
4.0	Bidder to provide the BPCL Vendor code (if available) and which can be used for order placement (in the event of the same)	

FORM-C

DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION CRITERIA
(AS CALLED FOR IN "BIDDER QUALIFICATION CRITERIA" OF NOTICE FOR INVITATION FOR BIDS)

Name of Bidder: _____

Works:

Bidding Document No.:

Furnished below are the details required for meeting the qualifying requirements as called for in Experience Criteria of IFB/NIT:

(For applicability mark √ and Non applicability mark X in ☐)

Sl. NO.	DESCRIPTION	DETAILS
1.0	**Bidder to indicate basis of Qualification considering One Contract/Two Contracts/ Three Contracts . Accordingly bidder to furnish details of their past experience for each contract.**	One Contract ☐ Two Contracts ☐ Three Contracts ☐
2.0	Name of Project and its location	
3.0	Name of work	
5.0	Name of Owner, Postal Address, Phone/ Fax No./ E-mail Address – Updated as on date	
6.0	Name of Consultant, Postal Address, Phone/ Fax No./ E-mail Address – Updated as on date	
7.0	Details of Work executed	
	Milestone Dates	• Date of award : _____ • Actual Completion Date : _____
	Supporting Document for Experience Criteria	• Whether copy of Work Order/ Contract Agreement /Schedule of Rates enclosed YES ☐ NO ☐

SI. NO.	DESCRIPTION	DETAILS
		Ref. No.: _____ dated _____ **Awarded Value of Work** _____ • Whether Completion Certificate / Final certified bills enclosed. YES ☐ NO ☐ Ref. No.: _____ dated _____ **Final Completed value of work** _____
8.0	Whether Worked as Contractor directly with Client or Sub-contractor of Contractor	Executed the Work as • Main Contractor ☐ • Sub-contractor ☐
9.0	Supporting Document for Qualification Criteria	• Whether Work Order/ Contract Agreement / Schedule of Rates / Final certified bills / Completion Certificate is enclosed. YES ☐ NO ☐ If Yes, (Please tick mark √ the applicable) 1. Work order : Yes / No 2. Contract Agreement : Yes / No 3. Schedule of Rates : Yes / No 4. Final certified bills : Yes / No 5. Completion Certificate : Yes / No • Whether Annual Turnover and P&L account Statement for all the financial years as mentioned in IFB is enclosed. ☐ YES ☐ NO

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM – D

PAST EXPERIENCE IN SUPPORT OF BQC

SL.NO.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	ACTUAL COMPLETED VALUE	REASONS FOR DELAY, IF ANY	WHETHER WORKS EXECUTED AS MAIN CONTRACTOR OR SUB CONTRACTOR

Note : Copies of work order(s) and completion certificate(s) for above jobs should be submitted by the Bidder along with this FORM.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM-E

COMPLIANCE TO BID REQUIREMENT

(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)

TITLE OF WORKS:

BIDDING DOCUMENT NO.

We …… *(*)* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.

**

For and on behalf of

Authorized signatory

Date:

*Here fill in the name of bidder.

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

FORM – F

INTEGRITY PACT

[To be executed on plain paper and applicable for all tenders of value above Rs. 10 Crore]

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And

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

Preamble

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड कोच्चि रिफाइनरी BHARAT PETROLEUM CORPN.LTD. KOCHHI REFINERY परियोजना (सेवाएं) Projects (Services) पोस्ट बैग 2 Post Bag 2 अम्बलमुगल Ambalamugal

c) The Principal will exclude from the process all known persons having conflict of interest.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor/ Supplier

(1) The Bidder/ Contractor/ Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder/ Contractor/ Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder/ Contractor/ Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of Competition Act 2022 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/ Contractor/ Supplier will not commit any offence under the Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988; further the Bidder/ Contractor/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder/ Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e) The Bidder/ Contractor/ Supplier shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc, if any and submit such adoption confirmation proof to the Principal. The Bidder/ Contractor/ Supplier shall be solely responsible for the adherence to the provisions of IP by its sub-contractors, sub-sub-contractors etc.

f) The bidder / contractor of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder / contractor of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s) as per Annex.

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

Section 3 - Disqualification from Tender Process and Exclusion from Future Contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes.

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

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

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken.

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This undertaking is given freely and after obtaining independent legal advice.

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.

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

Section 5 - Previous Transgression

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

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

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

(1) The Bidder/ Contractor/ Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing. In case of a joint venture, all the partners of the joint venture should sign

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the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by subcontractor.

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

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

Section 7 - Punitive Action against Violating Bidders/ Contractors/ Suppliers/ Subcontractors

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

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentially. The Monitor has also signed declarations on 'Non disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the

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contractual relations between the Principal and the Bidder/ Contractor/ Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor/ Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/ Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main

tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

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

(3) If the Bidder/ Contractor/ Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) If any Bidder/ Contractor/ Supplier entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.

(6) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड कोच्चि रिफाइनरी BHARAT PETROLEUM CORPN LTD. KOCHI REFINERY परियोजना (सेवाएं) Projects (Services) पोस्ट बैग 2 Post Bag 2 अम्बलमुगल Ambalamugal

For & On Behalf of the Principal
(Office Seal)

मनी पी एच एस MANI P H S
उप महाप्रबंधक (खरीद परियोजना-पेटकेम)
Dy. General Manager (Procurement Projects-Petchem)
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
Bharat Petroleum Corporation Ltd.
कोच्चि रिफ़ाइनरी Kochi Refinery
अम्बलमुगल Ambalamugal-682 302
एरणाकुलम ज़िला (केरल) Ernakulam Dist Kerala)

Place..... BPCL-KR.
Date ..17/12/2025

For & On Behalf of Bidder / Contractor / Supplier
(Office Seal)

Witness 1
(Name & Address)
Mohamed Ali Shan.

Witness 1
(Name & Address)

Annex– Guidelines on Indian Agents of Foreign Suppliers

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

Signature Not Verified
Digitally signed by MD MAZHER ALI
Date: 2026.05.14 16:13:46 IST
Location: eProcure-EPROC