



## **SECTION II- INSTRUCTIONS TO BIDDERS(ITB)**

**REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM FOR:**

**GROUP A: 300 MW (220 kV ISTS) SOLAR PROJECT IN THE VICINITY OF MORENA PS, DISTRICT SHEOPUR, MADHYA PRADESH, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE**

**AND**

**GROUP B: 100 MW (66 kV InSTS) SOLAR PROJECT IN THE VICINITY OF SISRANA GETCO SS, DISTRICT BANASKANTHA, GUJARAT, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE**

**RFP NO.: TeCL/CC/PSS/2026-27/03**


Issued by

Terra Clean Limited (TeCL)

(A wholly owned subsidiary of Indian Oil Corporation Limited)


NBCC Commercial Space, 10<sup>th</sup> Floor, Tower- 2, Kidwai Nagar, Sarojini Nagar, South-West Delhi, Delhi - 110023 (India)

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Bid No:	TeCL/CC/PSS/2026-27/03
	REQUEST FOR PROPOSAL (RFP) FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATIONS AND ASSOCIATED POWER EVACUATION SYSTEMS, INCLUDING 5 YEARS OF COMPREHENSIVE O&M

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## 1.0 GENERAL


In addition to the General Instructions to the Tenderers forming part of General Conditions of Contract, the following instructions are issued to the tenderers

- 1.1 Bids are requested from bona fide bidders of sound financial standing and reputation for the subject item on e-procurement system in total compliance to technical specifications, scope, terms & conditions of enquiry documents / attachments.
- 1.2 These Instructions to Bidders (“Instructions”) may become a part of LOA/Work order that might result from submission of a Bid in response to this Bid Request.
- 1.3 The issue of these Bid Request documents shall not automatically create any relationship, contractual or otherwise, between Terra Clean Limited (TeCL) and the Bidder, and TeCL shall not be liable for any costs and expenses incurred by the Bidder in the preparation and submission of a Bid.
- 1.4 In case of irreconcilable conflict in non-technical matters between the provisions in the separate Contract Documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:
  - (a) Contract Agreement
  - (b) Letter of Acceptance
  - (c) Agreed variations (if any)
  - (d) Corrigendum / Addendum to tender terms and conditions (if any)
  - (e) BoQ/SoR
  - (f) NIT
  - (g) Special conditions/ terms of contract (SCC / STC)
  - (h) Scope of Work (SOW)
  - (i) Instructions to Bidder (ITB)
  - (j) General Conditions of Contract (GCC) / Conditions of Contract
- 1.5 Bidder to note that Tendering can be abandoned without assigning any reason. No compensation is paid for the efforts made by the contractor.
- 1.6 Negotiations will not be conducted with the bidders as a matter of routine. However, TeCL reserves the right to conduct negotiations.
- 1.7 Bidders to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest tenderer only.
- 1.8 Various BG (Bank Guarantee) formats attached with ITB section shall be applicable instead of BG format available in GCC of respective purposes.


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- 1.9 The tender document covers owner's intention of availing Input Tax Credit (ITC) under GST on the supply of services in the subject work. Necessary details/ compliance required from the bidders/ contractors has been clearly specified in the tender document. Evaluation of bids shall be as per provision of BoQ.
- 1.10 Manner in which offer is to be submitted:
- 1.10.1 In case of involvement of foreign bidders, tenders can be submitted either by the bidder directly or by their Indian agent on their behalf, but not both. The Indian agent should represent only one bidder and they shall not be allowed to quote on behalf of another bidder if the same tender is re-floated for any reason whatsoever. The said Indian agent shall have a valid legal Power of Attorney from the principal foreign bidder for submission of bid on their behalf.
- 1.10.2 In case a foreign bidder submits any of the pre-qualification support documents in any language other than English, then it will be the responsibility of such foreign bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce. Translation by Indian Embassy / High Commission or authorized / approved translation agencies (by Indian Embassy / High Commission) or any other independent authority shall also be acceptable apart from the Local Chamber of Commerce of country of origin. This clause shall also apply in case an Indian bidder submits PQC document (full / part) in foreign language other than English.
- 1.10.3 No Director of the Owner allowed to tender for a period of 2 (two) years after his retirement from the employment of the Owner without the previous permission of the Owner. The Contract if awarded is liable to be cancelled if the bidder is found at any time to be such a person and has not obtained the permission of the Owner. Any bid by a person aforesaid shall carry a disclosure thereof on the bid and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.
- 1.10.4 The bidder is required to state whether the proprietor is a director or is related to any director of TeCL/ IOCL, present or retired; or any partner or member of the firm is a director or is related to any director of TeCL/ IOCL, present or retired; or any of the directors of the company is a director or is related to any director of TeCL/ IOCL, present or retired.
- 1.10.5 The bidders should submit their bids as per the format attached with the tender duly filled in and digitally signed. Wherever required, the same shall be submitted on their letterhead. If any other communication or terms and conditions are being attached by the bidder in the tender document, the same shall also be on bidder's letterhead.
- 1.10.6 The bidder shall upload the legible scanned copies of the qualification documents within the period of bid submission. The Price Bid shall also be submitted online only. The price offered by the bidder shall not appear anywhere in any manner in the Technical Bid.




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- 1.11 In case of interest-bearing advance (if any) is given to the contractors, then interest on advance shall be recovered by TeCL from running account bills. Contractor, therefore, shall deposit the amount of TDS with the Income Tax Dept and claim reimbursement from TeCL against submission of TDS certificate.
- 1.12 On account of exigencies, if bidders are advised to extend their validity, the same should be without any deviation and without any change in the prices. However, the bidders would be allowed to withdraw the bid in case they do not wish to extend the validity. But, if a bidder deviates or changes price, its offer shall be rejected.
- 1.13 Bidder to note that “Unless and until specified elsewhere validity of the quoted rates shall be 180 days from the date of opening of technical bid of tender.”
- 1.14 Bidder to note that “if validity of bid will not be as tender document, then their bid shall be rejected.”
- 1.15 TeCL shall have rights to increase /decrease the tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. The Contractor’s claim for compensation or damages on account of these shall not be entertained subject to provision contained in GCC.
- 1.16 Bidder to note that “All payment to Contractor laborer shall be made through electronic mode in a scheduled bank i.e, NEFT by the contractor in the respective bank account of workmen. Contractor will facilitate/extend required help to the workmen in opening a bank account if the workmen do not possess the same to ensure payment of wages directly to their bank account.”
- 1.17 Bidder to note that in case bids have to be revalidated before PBO (Price Bid Opening) beyond the originally sought validity, the same may be allowed without change in prices. However, TeCL reserves the right to cancel such tender and refloat the same.
- 1.18 Foreign bidders are not permitted to bid against domestic tender.
- 1.19 The responsibility of downloading the tender documents including corrigenda, if any, and subsequent uploading of offer shall rest with the bidder. Bids will be accepted only through the e-tender portal. Tender issuing authority is not responsible for the delay / non-downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.
- 1.20 TeCL does not take any responsibility for the correctness of tender documents obtained from any source other than e-tender portal specified in the tender documents.
- 1.21 Bidders are advised to visit e-tender portal specified in the tender documents before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to all the bidders.

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- 1.22 Failure of bidder to submit tender without taking cognizance of corrigendum/ amendment (if any) issued by TeCL are liable for rejection.
- 1.23 Legal dispute, if any, shall only be within the jurisdiction of local court situated at New Delhi.
- 1.24 Canvassing of information or submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, suitable penal action as deemed fit shall also be taken by TeCL.
- 1.25 Provident Fund PF registration is mandatory requirement for domestic bidder. If bids from foreign bidders are allowed in the tender, PF is not mandatory for foreign bidders, foreign bidders are required to submit an undertaking clearly stating that they will not employ any manpower from India OR in case they will employ the manpower from India, they will comply with the PF & ESI requirements. Concerned bidder is required to submit the ESI registration certificate (if applicable) within 15 days from the award of work to EIC. PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.
- 1.26 Cutting and corrections in the bid document should be avoided and if it is unavoidable, it should be kept at the bare minimum and it should be neatly cut and re-written without over-writing and use of white fluid. All corrections should be duly signed by the tenderer. The tenderers resorting to many corrections including usage of white fluid in the tender document, the tender shall be liable for rejection.
- 1.27 In case Pre-bid meeting is scheduled as per NIT, then the bidders to note that Pre bid meeting will be held (as per scheduled date and time mentioned in NIT or corrigendum, if any) in physically / through teleconference / digital platform. The details of Pre-Bid meeting (date, time, Web link (in case of digital platform), or teleconference or physical meeting, etc) will be as mentioned in NIT or corrigendum, if any.
- 1.28 \*deleted\*
- 1.29 As and when asked from TeCL, the bidder shall have to justify their quoted price (after opening of price bid) with all necessary documents in support of the quoted price. This shall be binding on the tenderer for further consideration of their offer.
- 1.30 If the Bidder(s), either before award or during execution of Contract commit(s) transgression through violation of the stipulations made in the tender document, such as to put bidder's reliability and/or credibility and/or integrity in question, TeCL is entitled to disqualify the Bidder(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by TeCL.

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- 1.31 Intending bidders are requested to check their eligibility as per terms and conditions of this specific tender. Bidders who are not eligible or any unsolicited bid is liable for rejection without any communication from TeCL.
- 1.32 Until and unless specified otherwise anywhere else in the tender documents; in case of Percentage, Item rate tendering, evaluation shall be based on overall lowest basis and in case of Item-wise tendering, evaluation shall be based on item wise lowest basis.
- 1.33 Wherever the delay is attributable to the contractor, it should be noted that no extra compensation or escalation in prices for extended period is allowed to the contractor.
- 1.34 Formats of font (size, color, pattern etc.) shall not have any bearing on their importance. Tender terms and conditions and shall be read accordingly.
- 1.35 Bidders are advised not to use Information Rights Management (IRM) feature on BoQ and any other excel file submitted during bidding process. TeCL shall not be responsible for any consequential result due to same.
- 1.36 The successful bidder shall be issued Letter of Acceptance (LOA) / Notice of Award (NOA) or any other notification of award of work. Immediately upon issuance of the said LOA / NOA or notification regarding award of work, the successful bidder shall be required to submit ISD (Initial Security Deposit) within stipulated time as mentioned in tender. A detailed work order shall follow thereafter. This shall be binding on the bidder.
- 1.37 In case of Pre-price bid meeting (if applicable in the tender) after opening of technical bid, based on discussions in the pre-price bid conference, deviations, if any, from tender terms and conditions shall be communicated to all the bidders and they shall be asked to submit price implication (positive or negative) in sealed envelope when changes are made after taking into account the modified terms and conditions including deviations, within stipulated period. If the bidder takes any further deviations, their offer shall be rejected outright. Price implications received after the stipulated date are not to be considered. Bidders unable to comply with TeCL's terms and conditions including proposed deviations will be allowed to withdraw. If a bidder takes any further deviations other than those agreed, while submitting the revised price bids, its bid shall be rejected outright without any reference. In case it is found after opening that any deviation is incorporated in the revised price bid, bidder is also liable to be placed on holiday for a period of one year for future tenders in TeCL after following the laid down policy in this regard.
- 1.38 All communication will be made through e-tender portal (<https://etenders.gov.in/eprocure/app> ). However, TeCL reserves the right to take cognizance of the communication made outside e-Tender Portal under exceptional circumstances.


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- 1.39 Bidder should make sure that their priced bid (Part-II/BOQ) contains only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Priced Bid (Part-II/BOQ).
- 1.40 Bidders are advised to visit Announcement section/ Information for DSC/ Bidders Manual Kit/ FAQ of e-Tender portal before bidding.
- 1.41 Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on e-Tender portal (<https://etenders.gov.in/eprocure/app>) only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit e-Tender portal to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by TeCL shall make bid liable for rejection.
- 1.42 TeCL does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder.
- 1.43 Use of BIS/ ISI products will be insisted upon whenever same are available.
- 1.44 The minimum number of test laid down in the Indian standards, CPWD / IOCL / TeCL specifications for ensuring quality of materials shall be required to be done wherever applicable.
- 1.45 “Un-priced Bid” should not contain any prices or indication thereof.
- 1.46 IP agreement shall also be applicable to all successful bidders for total contract value of ₹ 10 Crore and above.
- 1.47 In case of group tenders, evaluation shall be done on least cost basis (awarded on least cost basis to TeCL as specified in the tender documents) or any other clearly defined criteria for qualification of the bidders in any group or combination thereof as mentioned in the tender documents. For bidders participating in multiple groups, evaluation shall be based on the cumulative criteria for such multiple groups in which the bidder has participated.
- 1.48 This is a NIL deviation tender.
- 1.49 Any tender-related complaints, for tenders covered under IP (Integrity Pact) (i.e. tenders exceeding ₹ 10 Crore), may be addressed to the Nodal Officer or to IEMs (Independent External Monitors) as per details given below:

Nodal Officer:

- Mr. Rajeev Mohan, ED (Law, Taxation & Corp Affairs), Corporate Office, e-mail: [rmohan@indianoil.in](mailto:rmohan@indianoil.in)

IEMs:

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- Mr. Santanu Mukherjee
- Mr. Arun Kumar Bahl, Vice Admiral (Retd.)
- Mr. KD Tripathi, IAS (Retd.)


Common e-mail Id (IEMs): [iem-iocl@indianoil.in](mailto:iem-iocl@indianoil.in)

1.50 \*Deleted\*

1.51 During the contract / engagement the organization, its employees, agents, other contractors, sub-contractors, and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by Indian Oil. Such UPSI shall be held by the organization, its employees, agents, other contractors, subcontractors, and their employees etc., in strictest confidence and shall not be disclosed to any other party except on need-to-know basis and with the prior consent of Indian Oil. It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees, and immediate relatives thereof, should not trade in the securities of Indian Oil while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of Indian Oil, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and liable for penal action under this contract / engagement as well as under SEBI (Prohibition and Insider Trading) Regulations, 2015. It is therefore advised to familiarize with the “Code for Prevention of Insider Trading in the Securities of Indian Oil”, copy of which is hosted on the website [www.iocl.com](http://www.iocl.com). Accordingly, it must be ensured that any UPSI, whenever received from the Indian Oil,

- shall be used solely for the purpose for which it is being disclosed;
- shall be preserved and the secrecy of such information shall be maintained;
- shall not be disclosed to any third party;
- shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information;
- to notify Indian Oil immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party.

1.52 The organization shall undertake that its employees & their immediate relatives, agents, subcontractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract / engagement and Indian Oil shall take necessary action for such breach in


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addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015. **GUIDELINE FOR EMD SUBMISSION (IF APPLICABLE):**

- 1.53 For the submission of EMD as specified in NIT or for getting EMD exemption benefit, bidder may adopt following options:

OPTION-1:	Bidder may seek for EMD exemption as per Tender terms and conditions. The necessary supporting documents against EMD exemption must be uploaded by the bidder during submission of the bid. EMD exemption shall be given to the bidder subject to meeting the Tender terms and conditions pertaining to EMD exemption stipulated elsewhere in the tender documents.																		
OPTION-2:	<p>Through online Banking at the below mentioned bank details:</p> <table><tr><td>Bank Name</td><td>:</td><td>ICICI</td></tr><tr><td>Beneficiary name</td><td>:</td><td>Terra Clean Limited</td></tr><tr><td>Account Number</td><td>:</td><td>000705056118</td></tr><tr><td>Bank IFSC Code</td><td>:</td><td>ICIC0000007</td></tr><tr><td>Branch name</td><td>:</td><td>New Delhi - Connaught Place branch</td></tr><tr><td>Branch Address</td><td>:</td><td>ICICI Bank, 9A PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001</td></tr></table>	Bank Name	:	ICICI	Beneficiary name	:	Terra Clean Limited	Account Number	:	000705056118	Bank IFSC Code	:	ICIC0000007	Branch name	:	New Delhi - Connaught Place branch	Branch Address	:	ICICI Bank, 9A PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001
Bank Name	:	ICICI																	
Beneficiary name	:	Terra Clean Limited																	
Account Number	:	000705056118																	
Bank IFSC Code	:	ICIC0000007																	
Branch name	:	New Delhi - Connaught Place branch																	
Branch Address	:	ICICI Bank, 9A PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001																	
OPTION-3:	<p>Alternatively, Bidder may submit the EMD in the form of BG from a Nationalized/ Scheduled bank strictly as per the format given in the Tender. (If EMD amount is more than one Lac)</p> <p>Note:</p> <p>Scanned copy of Original BG must be uploaded at e-tender portal along with Bid document.</p>																		
OPTION-4:	<p>Alternatively, Bidder may submit the EMD in the form of ISB (Insurance Surety Bond) as per the provision given in the ITB and as per the format given in the Tender (If EMD amount is more than one Lac).</p> <p>Scanned copy of Original ISB must be uploaded at e-tender portal along with Bid document.</p>																		



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1.53.1 For the purpose of receipt of Physical EMD instrument (including BG / ISB), the time recorded in the receipt/despatch section against receipt shall be considered as receipt time. Only those physical BG instruments found matching with copy submitted in the e-tender portal shall be considered as valid. BG must be in TeCL format, No deviation with respect to TeCL format for BG is acceptable.

1.53.2 TeCL shall not be responsible for postal/courier delay, non-receipt or loss in transit

1.53.3 In case bidder does not submit EMD as mentioned above, then the bid shall be liable for rejection.

## 2.0 RELEASE OF EMD:

2.1 EMD of bidders disqualified during techno-commercial bid evaluation shall be released within 30 days of approval of price bid opening.

2.2 EMD of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released within 30 days of issuance of order/ LoA.

2.3 EMD of the successful bidder shall be released after receipt of an acceptable SD/ISD (if SD/ISD is applicable).

2.4 Wherever SD is not applicable, EMD of the successful bidder shall be returned after complete execution of the order.

2.5 In case bidder has been holiday listed before award of work.

## 3.0 FORFEITURE OF EMD:

Earnest Money if applicable shall be forfeited in the following circumstances:

3.1 In case the bidder tampers the tender document, alters / modifies / withdraws the bid *suo-moto* after opening the bids (Technical bids in case of two bid system) within the validity period.

3.2 In case the bidder submits false/fraudulent/fake/ forged documents.


3.3 In case the tender is accepted, and the contractor fails to deposit the ISD/SD or to execute the contract.

3.4 In case of failure of the bidder to get the documents verified as per the specified time schedule in the tender. (Where verification is done through the Original Document Verification process).

3.5 In case it is found that bidder has submitted more than one bid, all the bids shall be rejected and the EMD (if applicable) for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

In 3.1 and 3.2 above the tender submitted by the bidder shall be rejected. In all the above cases suitable action may be taken which may include EMD forfeiture and / or holiday listing action as per the discretion of TeCL. Earnest Money Deposit




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forfeited for all such bids shall not be by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

#### 4.0 SECURITY DEPOSIT (SD) / INITIAL SECURITY DEPOSIT (ISD):


Until and unless otherwise specified elsewhere in the tender documents, following will be applicable:

- 4.1 Bidder shall furnish to the Owner, Security deposit equivalent to 10% (ten percent) of the Contract Value (excluding GST). The Initial Security deposit (ISD) shall be equivalent to 2.5% of the Contract / work order value.
- 4.2 As soon as the tender is accepted, the contractor shall deposit the ISD amount as applicable within the prescribed period from the date of issuance of Contract / Letter of Acceptance. Earnest money deposited (if any) by the contractor along with the tender shall be converted into security deposit and may be adjusted against the said 2.5% deposit. This 2.5% deposit is termed as Initial Security Deposit (ISD).
- 4.3 The remaining of the security deposit amount shall be recovered from the running payments made to the contractor for the work done. The recoveries shall be made @ 10% of the executed value till the required amount of security deposit is deducted based on 10% of total contract value in case of Works Contract as defined in GCC.
- 4.4 Until and unless specified otherwise in the tender document, ISD / SD shall be computed as per the contract amount excluding GST.
- 4.5 The Contractor will be permitted to furnish a Bank Guarantee / Insurance Surety Bond (ISB) as per format attached for the full Security Deposit of 10% of the total contract value, in advance, in which case, no Initial Security Deposit will be required to be furnished and no deductions shall be made from his running bills towards Retention Money. Bank Guarantee / Insurance Surety Bond (ISB) shall be in the prescribed form from a scheduled bank and the amount covered by such BG is not less than ₹ 1,00,000. The Bank Guarantee shall be valid for a period of not less than three months after the expiry of Defect Liability Period.
- 4.6 If after completion of the work, the final executed value falls below the total contract value as indicated in the LoA, such that the total Security Deposit (made up of initial Security Deposit and Retention Money or otherwise) is in excess of the total required Security Deposit as per GCC of the final executed value, such excess amount shall be refunded to the Contractor after the Final Bill is passed. Alternately, the contractor may substitute his part or full security deposit with BG, whereupon the equivalent amount shall be refunded to the contractor. Such BG shall be valid till three months after Defect Liability Period.
- 4.7 If the Security Deposit furnished by the Contractor in the form of Bank Guarantees / Insurance Surety Bond (ISB), is in excess of the full Security Deposit calculated on the contract value, by over ₹ 1 Lakh, the Contractor shall be permitted to replace the Bank Guarantee(s) / Insurance Surety Bond (ISB) already submitted, by Bank

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Guarantee(s) / Insurance Surety Bond (ISB) to cover the reduced value of Security Deposit.

- 4.8 If the Security Deposit furnished by the Contractor in the form of Bank Guarantees / Insurance Surety Bond (ISB), is short of the full Security Deposit calculated on the final executed value, the Contractor shall be asked to replace the Bank Guarantee(s) / Insurance Surety Bond (ISB) already submitted, by Bank Guarantee(s) / Insurance Surety Bond (ISB) to cover the increased value of Security Deposit. Pending submission of the fresh BG for revised value, recovery of the shortfall may be made from the RA / Final bill.
- 4.9 In case mobilization advance is paid to the contractor under the provisions of GCC, it shall be permissible for the contractor to furnish a Composite Bank Guarantee / Insurance Surety Bond (ISB) to cover both mobilization advance as well as retention monies forming part of the Security Deposit, which shall be subject to the following conditions:
  - 4.9.1 The Composite Bank Guarantee / Insurance Surety Bond (ISB) will be for a value equivalent to 110% of the advance plus applicable GST or 10% of the total contract value, whichever is greater, and shall be kept valid up to 3 months beyond the expiry of the Defect Liability Period.
  - 4.9.2 In addition, Initial Security Deposit shall be payable @2.5% of the total contract value.
  - 4.9.3 Recoveries will be effected from each running account bill at the rate of 10% of the gross bill value, till the entire mobilization advance (together with interest accrued thereon) is fully recovered.
  - 4.9.4 Initially, the composite Bank Guarantee / Insurance Surety Bond (ISB) will be entirely reckoned towards mobilization advance and progressively, the portions of Composite Bank Guarantee, vacated by the recoveries effected towards mobilization advance, shall be reckoned towards Security Deposit, such that after the mobilization advance stands fully recovered with interest accrued thereon, the entire composite Bank Guarantee / Insurance Surety Bond (ISB) shall be reckoned to cover the Security Deposit for the work. The Initial Security Deposit furnished by the Contractor shall be refunded/ returned after recovery of mobilization advance is effected from the R.A. Bills up to an aggregate amount equivalent to the Initial Security Deposit.
  - 4.9.5 The Security Deposit is refundable after completion of defect liability period (generally twelve months) after satisfactory completion of the work. In contracts where defect liability period is not applicable, security deposit may be released along with the final bill.
  - 4.9.6 No interest shall be payable by the Corporation on the security deposit.
  - 4.9.7 All compensations or other sums recoverable from the contractor may be deducted from the security deposit. In event the security deposit gets reduced due to such

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deductions, the contractor shall be responsible to make good the shortfall immediately.

4.9.8 For online submission of ISD / SD, any of the following method may be adopted:


(a) Through online Banking:

Bank Name	:	ICICI
Beneficiary name	:	Terra Clean Limited
Account Number	:	000705056118
Bank IFSC Code	:	ICIC0000007
Branch name	:	New Delhi - Connaught Place branch
Branch Address	:	ICICI Bank, 9A PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001

#### 5.0 GUIDELINE FOR PREPARATION OF BANK GUARANTEE (BG):

- 5.1 The stamp paper of appropriate value is required to be purchased in the name of bank issuing the guarantee, In the Bank Guarantee, the first Party to the Bank Guarantee should be the Bank issuing the Guarantee and the second Party should be the beneficiary i.e. TeCL.
- 5.2 Earlier, upon receipt of the Original Bank Guarantee, TeCL was seeking confirmation of the same directly from the issuer Bank/branch to check the authenticity of instrument. However, for faster confirmation of the Bank guarantee, henceforth bidders to ensure that BG issuing bank will send SFMS in IFN 760COV (for any new bank guarantee) and IFN 767COV (for any amendment in bank guarantee) through the SFMS platform as per mandatory fields given below:

Field No	Description	Value
7034	Name of Beneficiary and his details	TERRA CLEAN LIMITED
7035	Beneficiary IFSC	ICIC0000007
7036	Beneficiary branch name and address	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001
7037	Sender to Receiver information	

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5.3 BG for value up to ₹ 2 Crore can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act of 1934.

BG for value above ₹ 2 Crore can be accepted if it is issued by an Indian Branch of:

- Any Nationalized/ PSU Bank appearing in the Second Schedule to the RBI Act 1934 or
- Any Scheduled Bank (other than a Nationalized/ PSU Bank) having at least Desired Credit Rating at the time of acceptance of the BG:

Bank	If tenure of the BG is more than 1 year	If the tenure of BG is upto 1 year
In case of foreign banks	Credit rating of 'A' of Moody's or equivalent.	Credit rating of 'P-1' of Moody's or equivalent i.e. highest short term rating.
In case of Indian banks	Credit rating of 'AA' of CRISIL or equivalent.	Credit rating of 'A-1+' of CRISIL or equivalent i.e. highest short term rating.


5.3.2 As on date, the following are the credit rating agencies approved by SEBI:

- CRISIL Limited ([www.crisil.com](http://www.crisil.com)).
- Fitch Ratings India Private Limited ([www.fitchratings.com](http://www.fitchratings.com)).
- ICRA Limited ([www.icra.in](http://www.icra.in)).
- Credit Analysis & Research Ltd. (CARE) ([www.careratings.com](http://www.careratings.com)).
- Brickwork Ratings India Private Limited ([www.brickworkratings.in](http://www.brickworkratings.in)).
- SME Rating Agency of India Ltd. (SMERA) ([www.smera.in](http://www.smera.in)).

5.3.3 Apart from the above, irrespective of its amount, BG issued by any other bank including non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks, can be accepted provided such BG is counter guaranteed by any bank as per 5.3 above.

5.3.4 Merely signing or endorsing or forwarding the BG by the scheduled bank does not amount to counter guaranteeing. A proper document executed on a non-judicial stamp paper of appropriate value with specific reference to the BG being counter guaranteed, is essential.

5.3.5 In case of acceptance of BG issued or counter guaranteed by a bank mentioned above, the credit rating of the same will be verified by TeCL. During verification if the credit rating of such bank falls below the Desired Credit Rating during the

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validity period of BG, the concerned party shall either submit a fresh BG issued by other bank with required credit rating or get the existing BG counter guaranteed, at its own cost, through a bank mentioned (having threshold credit rating, if applicable).

- 5.3.6 Hard copy of Original BG shall be submitted / delivered in person or sent by post directly from bank in sealed envelope (super scribing tender name, number & date of bid submission & opening) so as to reach the Tender Inviting Authority up to stipulated date & time of Bid Submission at the following address:

Terra Clean Limited  
(Procurement & Contracts Section)  
NBCC Commercial Space,  
10th Floor, Tower- 2, Kidwai Nagar,  
Sarojini Nagar, South-West Delhi,  
Delhi - 110023 (India)


## 6.0 INSURANCE SURETY BOND (ISB):

### 6.1 Definitions:

- (a) Insurance Surety Contract: It shall be a contract of guarantee under Section 126 of the Indian Contract Act, 1872. It is a contract to perform the promise, or discharge the liability of a third person in case of his default.
- (b) Surety: The person who gives the guarantee is called the "Surety" (viz. the Insurance Company).
- (c) Principal Debtor: The person in respect of whose default the guarantee is given is called the "principal debtor".
- (d) Creditor: The person to whom the guarantee is given is called the "creditor" (viz. TeCL).

### 6.2 Guidelines:

- 6.2.1 Insurance Surety Bond (ISB) can be accepted for contracts, agreements other than DCA (Draft Concession Agreement), Customers, and DOPW (DCA-Operated Polymer Warehouse), EMD / Security Deposit/ Performance Guarantee / Mobilization Advance/ Price Reduction for delay only.
- 6.2.2 ISB can be issued by the insurer registered with Insurance Regulatory and Development Authority (IRDAI). It is understood that only five insurers have launched surety insurance products so far namely-
  - (a) ICICI Lombard
  - (b) SBI General Insurance
  - (c) Bajaj Allianz General Insurance


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(d) New India Assurance Company

(e) HDFC ERGO General Insurance Company

- 6.2.3 Only Indian Bidders can submit the ISB, for work/ supply commitment within India in INR executed on a Non-Judicial Stamp paper/ e-stamp paper.
- 6.2.4 It is the responsibility of the Insurer who is issuing the ISB to pay the correct stamp duty according to prevailing State Legislation.
- 6.2.5 ISB is irrecoverable, unconditional & without recourse/reference to the bidder. ISB shall be strictly in line with duly approved format.
- 6.2.6 ISB issued by the insurer should be signed by the authorized official of Insurance Company and the name, designation etc. of the officials, signing the ISB, should be mentioned on the ISB with the signatures. This applies for all subsequent renewal and amendments of ISBs also. All ISBs issued by the insurance company should be serially numbered. ISBs issued for ₹ 50,000/- & above should be signed by two officials jointly with clear mentioning of their name, designation.
- 6.2.7 ISBs have two important time periods/ dates, viz. Validity Date and claim period. Validity date of ISB refers to the validity period till which ISB remains valid, and Claim Period of ISB refers to a contractually agreed grace period beyond the validity period of ISB to make a demand to the Insurance Company against a default which had occurred during the validity period of the ISB.
- 6.2.8 The validity of the ISB shall be same as mentioned for BG against EMD / Security Deposit/ Performance Guarantee / Mobilization Advance/ Price Reduction for delay only, as applicable and stipulated in the tender.
- 6.2.9 The guarantee will not be discharged due to the change in the constitution of the Insurance Company.
- 6.2.10 The Insurance company agrees that the ISB may be invoked on number of occasions but the total amount payable hereunder shall not exceed the value of ISB. ISB format may contain a clause permitting both full & partial invocation of the ISB specifically permitting lodging of claims by invocation in parts from time to time up to the total value of the ISB till the expiry of the ISB.
- 6.2.11 If the clause for partial invocation is not mentioned in the ISB format, in the event of invocation of such ISB, the full ISB amount is to be invoked and the proceeds to be received into TeCL's bank account. The invocation proceeds received are to be adjusted against TeCL's claims, only after which the balance may be released to the vendors after obtaining approval from competent to approve release of security deposit.
- 6.2.12 The ISB formats against EMD and Security Deposit are attached as Annexure-21 and Annexure-22 respectively.
- 6.2.13 Hard copy of Original ISB shall be submitted / delivered in person or sent by post



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directly from bank in sealed envelope (super scribing tender name, number & date of bid submission & opening) so as to reach the Tender Inviting Authority up to stipulated date & time of Bid Submission at the following address:

Terra Clean Limited  
(Procurement & Contracts Section)  
NBCC Commercial Space,  
10th Floor, Tower- 2, Kidwai Nagar,  
Sarojini Nagar, South-West Delhi,  
Delhi - 110023 (India)

#### 7.0 SUB-CONTRACTING:

- 7.1 The contractor shall not subcontract whole of the works on back-to-back basis.
- 7.2 The contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by TeCL, with a caveat that the responsibility for all sub-contracted work rests with the prime contractor.
- 7.3 Sub-contracting will generally be for specialized items of work as specified in the tender along with other works, such as reinforced earth retaining walls, pre-stressing works, and so on. However, the contractor shall be required to obtain consent from EIC for purchases of Materials and Services which are in accordance with the Approved vendor list/Approved makes specified in the Contract or for provisions of labour or for the subcontracts for which the Subcontractors are named in the Contract.
- 7.4 Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. Execution of the works (or any part thereof) by petty contractors or on piece work basis under the supervision of the Contractor (or its representative) shall not be deemed to be Subcontracting under the Contract.
- 7.5 Subcontracting by the contractor without the approval of Engineer-In-Charge (EIC) shall be a breach of contract. Completion Certificate shall be issued by the EIC to the approved subcontractor only when the contractor's work is complete.
- 7.6 For post award sub-contracting: Necessary documents establishing the credentials of sub-contractor i.e. work order, completion/execution certification from end user, proof of payment, copy of TDS certificate/ tax certificate etc. are to be submitted by the main contractor for approval of EIC. While evaluating the credentials of the sub-contractor, same modalities followed for acceptance of the main contractor with respect to technical and commercial (as applicable) evaluation criteria as laid out in the original tender shall be followed for the sub-contractor as well with the evaluation yardstick set pro-rata/proportionately by EIC.




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#### **8.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDERS:**

- 8.1 Bidders are informed that tender process can be abandoned without assigning any reason thereof. No compensation shall be paid for the efforts made by the bidder.
- 8.2 The Tender Inviting Authority reserves the right to reject any or all of the tenders or any part of a tender so received, and no compensation shall be paid for the efforts made by the bidder.
- 8.3 No bidder shall contact the OWNER on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded. Any effort by a Bidder or Bidder's agent, consultant or representative, howsoever described to influence the OWNER in any way concerning scrutiny, consideration, evaluation or computation of the Bid(s) or decision concerning award of contract shall entail rejection of the bid.
- 8.4 Although, ordinarily the lowest responsive bid amongst the bids submitted by bidders and considered by the OWNER as qualified and competent, shall be preferred, the OWNER reserves the right not to accept the lowest bid if, in its opinion, this would not be in interest of the works.

#### **9.0 INVALID BIDS / BIDS LIABLE FOR REJECTION:**


- 9.1 Bid is invalid in the following circumstances and liable for rejection:
  - a) Does not fulfill minimum qualification criteria prescribed in the tender documents.
  - b) In case the bidder misrepresents facts or submits, forged, false or fabricated document.
  - c) Bidder is holiday listed as per prevailing holiday listing guidelines.
  - d) If insolvency resolution process has commenced (viz. application has been admitted by Adjudicating Authority and moratorium has been imposed and IRP has been appointed) or liquidation or bankruptcy proceedings have commenced in respect of bidder in terms of Insolvency and Bankruptcy Code, 2016 or any other applicable law (in cases where code is not applicable) at any stage of evaluation of bid.
- 9.2 Bid is also liable for rejection in following circumstances:
  - a) If the Earnest Money Deposit/ Bid Security Declaration is not deposited or exemption document (if applicable) is not uploaded by the bidder before closing date and time of tender.
  - b) If bidder stipulates the validity period of the bids lesser to what is stated in the tender document.
  - c) If a bidder stipulates their own conditions and refuses to withdraw them.

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- d) If a bidder does not disclose the full names and addresses of all his partners in the case of a partnership concern.
- e) If a bidder does not fill in and sign the tender acceptance formats (and annexures) as specified in the tender.
- f) If a bidder does not have their PF Code/ number from the Regional Provident Fund Commissioner. However, PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.
- g) If the bids are partly quoted.
- h) If the bids contain unacceptable terms and conditions.
- i) Any discrepancy done with the BOQ uploaded on the e-tender portal.
- j) Offers not meeting statutory requirement.

9.3 Offer from following types of bidders will not be acceptable:

- a) Who are in the Holiday list of IOCL, TeCL or its Administrative Ministry, MoPNG
- b) Who are under liquidation, court receivership or similar proceedings.
- c) Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in case where Code is not applicable).
- d) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award-of-Contract, then the bid of the next higher eligible bidder will be considered for further processing.
- e) Consultant or their subsidiary company or companies under the management of consultant for execution of the same project for which they are working as consultant.
- f) Consultant appointed for the project/ job shall not be allowed to participate in the tender either directly or indirectly. An indirect participation shall include participation through an affiliate or as a sub-contractor, consultant or supplier. The expression 'affiliate' for the purpose of this clause will include any person, or company or association (howsoever designated) who/ which is a member of the consultancy firm (if the consultancy firm is a joint venture or consortium or who or which is directly or indirectly holds 10% (ten percent) or more of the capital or voting capital of consultant (if the consultant or any of its members is a company or a body corporate) or who

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or which is a consultant or sub-contractor of the consultant with regard to the project.

- g) Foreign bidders are participating in Domestic /National tender.
- h) Offer from Joint Bidders / Consortium unless specifically permitted in the tender for such bidding.

#### 10.0 EVALUATION CRITERIA IN CASE OF TIE

Evaluation criteria in case of tie i.e. identical rates quoted by more than one party:

- i) In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope. Above exercise shall be an offline activity outside the e-tender portal.
- ii) The sealed envelopes shall be opened jointly by tender committee/TCC on the specified date. The bidders shall be advised to witness the opening of sealed envelopes.
- iii) In case there is a tie again, the bidder with the highest turnover in any of the last three years as submitted against turnover criteria shall be considered as L1 bidder.
- iv) In an exceptional case where turnover is also same, the bid submitted earlier in the e-tender portal in terms of both date and time shall be considered for award of job.

#### 11.0 SUO MOTO CHANGES


Suo moto changes in price by the bidder shall be treated as per following matrix:

Stage	Price increase	Price Decrease
After Opening of un-price bid	Not Acceptable. Bids shall be summarily rejected. Action regarding holiday listing may be taken. EMD shall be forfeited.	Tender evaluation shall be done without considering suo moto price decrease. Ordering shall be done considering suo moto price decrease.

Note: Supplementary letters for revision in prices received from the bidders shall be considered only in those cases where the revision in the price is asked for by TeCL based on the changes in specification/scope of work/commercial terms and conditions.

#### 12.0 GUIDELINE FOR INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC):

- 12.1 It will be the responsibility of the bidder to inform TeCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy

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proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.


- 12.2 If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by TeCL.
- 12.3 TeCL reserves the right to cancel/terminate the contract without any liability on the part of TeCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- 12.4 TeCL reserves its right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- 12.5 A declaration / undertaking shall be submitted from the bidder in the Format (as provided in “BRS and Annexures” of tender document) along with techno-commercial bid.

#### 13.0 SETTLEMENT OF COMMERCIAL DISPUTES:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs. and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in OPE OM No. 05/0003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

#### 14.0 HEALTH / SAFETY OF WORKERS:

- 14.1 Contractor has to submit fitness certificate of each contract worker to EIC as, before assigning any job.
- 14.2 Minimum frequency of health checkup for workers working in hazardous area should be annual in general and half yearly for working in Benzene environment or as directed by EIC.
- 14.3 Production of fitness certificate does not relieve the contractor of any of his responsibility in respect of workers engaged by him.
- 14.4 Contractor is to provide the protective clothing to their workmen with quality in line with PPE Matrix (separately attached with) and same shall be implemented as other conditions of work permit systems are enforced for the implementation at the work places.
- 14.5 Contractor is to comply and fulfill the requirement of applicable PPEs (Guidelines on Personal Protective Equipment (PPE) separately attached with).


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14.6 Until and unless otherwise specified elsewhere in the tender document, the following penalties for violation/ non-adherence of safety procedures and practices shall be applicable:

- i. For violation of applicable Safety, Health and Environment related norms, a penalty of ₹ 5000 per occasion shall be levied.
- ii. Violation as above resulting in:
  - (a) Any physical injury: A penalty of 0.5% of the contract value (maximum up to ₹ 2,00,000) per injury in addition to ₹ 5000 per occasion as in (i).
  - (b) Fatal accident: A penalty of 1% of the contract value (maximum of. ₹ 10,00,000) per injury in addition to ₹ 5000 per occasion as in (i).
  - (c) The contractor is advised to take appropriate insurance policy for the effective implementation of the above penalty provision. In case of accidents, in addition to hospitalization/ treatment charges and Group insurance amount, compensation shall be paid by the Contractor to the affected person/ his family members (depending on the seriousness of injury, etc.) as per Workmen Compensation Act.

#### 15.0 TAXES AND DUTIES:


- 15.1 That in the eventuality of award of work, the Contractor shall not be entitled to receive any payments from TeCL unless the Contractor either furnishes its Permanent Account Number or a declaration under section 197A to TeCL with its first running account bill.
- 15.2 Vendors / Contractors shall submit proper Cenvatable tax invoices, as per GST Act, to enable TeCL to take full input tax credit, under GST Act, in the absence of which, Payments shall not be released.
- 15.3 Bidder to quote as per the provision of BOQ.
- 15.4 Tax Conditions:
  - 15.4.1 The quoted price shall be as per provision of BOQ.
  - 15.4.2 The Bidder/Contractor shall not directly consign any material under their scope of supply to Owner.
  - 15.4.3 If during the period from the date of submission of the bid (or final price bid, if applicable) of the contractor to the date of Scheduled Mechanical Completion/ completion of the entire work(s) or during any time extension granted thereof, there is an increase in the rate of output tax (Goods and Services Tax (GST) etc. or any new output tax is introduced in addition to, or, in lieu of the existing taxes where the total financial implication on account of new output taxes is more and arises within the said contractual completion period, TeCL shall reimburse the additional tax burden. Beyond the contractual completion period also (including any grant of time extension), TeCL shall reimburse the additional tax burden,

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limited to its ITC entitlement on the increase in output taxes or new output taxes, as per applicable law. In other cases, Contractor shall bear the increase in the rates of existing taxes or any new output tax. Similarly, if there is any reduction in any of the said taxes, the contractor shall pass on the benefit of such reduction to TeCL by invoicing at the applicable reduced rate.

- 15.4.4 It would be the responsibility of the Bidder/Contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Bidder/Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with OWNER's registration number as applicable for particular supply on all invoices raised on OWNER. Bidder/Contractor to mention the correct GSTIN number from where the supply is proposed to be undertaken. Further the Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid. In case the Bidder/Contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the Bidder/Contractor should confirm the same. Further the Bidder/Contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on OWNER. In such cases, bidder shall submit Form GST CMP 01 and GST CMP 02. His Bid shall be evaluated without considering GST. In case the Bidder/Contractor is falling under Unregistered category, the Bidder/Contractor should confirm the same.
- 15.4.5 Bidder has to obtain GSTIN registration at the location where Works Contract Services are to be performed or carried out. In case of other type of services, Bidder may decide depending upon their business requirement and provisions of GST Laws. However, it is advisable to obtain GSTIN in the State where job is required to be carried out/executed.
- 15.4.6 Bidders are to necessarily indicate their Goods & Service Tax Identification Number (GSTIN) along with their techno commercial bids unless and otherwise they are exempted as per GST Laws & Rules. Offers without GSTIN will be treated at par with "Unregistered" Taxable.
- 15.4.7 In case the Bidder/Contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price. GST liability, if any, on OWNER under reverse charge will be included for the purpose of evaluation.
- 15.4.8 Depending upon the nature of service of subject tender, category of services, service accounting code (SAC) and applicable rate of GST (SGST+CGST OR IGST as the case may be) is to be confirmed by bidder as per prescribed format given in the technical bid.
- 15.4.9 If the bidder deviates w.r.t. category of services, service code and GST rate as per




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the format given by OWNER in the technical bid, then details with proper justification must be provided.


- 15.4.10 In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid, but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner if Bidder has not confirmed or quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before submission of first bill under Contract.
- 15.4.11 In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned in the applicable Annexure.
- 15.4.12 Invoice should be raised as per Tax Rates mentioned in the bid and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per bid subject to increase /decrease in rates after last date of submission of Price Bid provided delivery is within the Contractual period.
- 15.4.13 CGST & SGST (or UTGST) or IGST, as the case may be, shall be released only on receipt of GST Invoice containing the following details:
- Name, address and GSTIN of the supplier.
  - A consecutive serial number of the invoice.
  - Date of issue.
  - Name, address and GSTIN or UIN, if registered of the recipient
  - Name and address of the recipient and the address of the delivery, along with the State and its code,
  - HSN Codes or Service Accounting Code (SAC)
  - Description of goods or services;
  - Total value of supply of goods or services;
  - Taxable value of supply of goods or services taking into discount or abatement if any;
  - Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
  - Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
  - Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
  - Address of the dispatch point where the same is different from the place of



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supplier;

- (n) Whether the tax is payable under Reverse Charge basis and
  - (o) Signature or digital signature of the supplier or his authorized representative.
  - (p) Quick response code having embedded invoice reference number (IRN) in case invoice issued under rule 48/4.
- 15.4.14 E-invoicing under GST has been implemented w.e.f. 1st August 2023 for all the taxable person having turnover more than ₹ 5 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number (IRN) and QR code as generated from Govt. portal on a Tax invoice. Bidder/ Vendor who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law, as may be applicable at the time of raising of invoice, shall ensure the compliance of requirement of E Invoicing under GST law. All the payments to such Bidder/Vendor who is liable to comply with provisions of E-Invoicing as per GST Laws shall be made against the proper e-invoice(s) only.
- 15.4.15 The Bidder/Contractor shall take steps viz. mention relevant GSTIN of OWNER in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- 15.4.16 It's the obligation on the part of Bidder / Vendor / Contractor / Consultant to discharge their liability by payment of GST to Government of India in cash OR utilisation of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. Also it shall be the obligation on the part of the bidder / vendor to include the tax invoices in the return ensuring matching of the tax amount and to ensure timely filing of the return in the GSTN portal. In the event that the input tax credit of the GST charged by the Bidder / Vendor/ Contractor / Consultant is denied by the tax authorities to Owner due to reasons attributable to Bidder / Vendor, Owner shall be entitled to recover such amount from the Bidder / Vendor/ Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.
- 15.4.17 The Bidder/Contractor would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to OWNER along with other consequential implications in cases where Bidder/Contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the

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invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to OWNER. In case, Bidder/Contractor does not issue credit note to OWNER, OWNER would be constrained to recover the amount with consequential implications including interest / penalty payable.

- 15.4.18 It shall be obligatory for the Bidder to issue Credit Note for Price reduction on account of delay in delivery as defined in the Bid or Contract Documents in the month immediately following the month in which deduction of account of delay in delivery is effected by the Owner.
- 15.4.19 Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- 15.4.20 The Bidder/Contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Bidder/Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by OWNER.
- 15.4.21 In case of any advance including Mobilization, Advance given as per Contract, the Contractor shall issue Receipt voucher immediately on receipt of advance payment and subsequently issue the tax invoice at the time of supply, after adjusting advance payments as per Contractual terms and GST Provisions.
- 15.4.22 In case any recovery is made for any facility or services provided by the Owner and such recoveries are subject to GST, amount of recovery plus applicable GST shall be deducted/ recovered from the Invoices/Claim of the Bidder.
- 15.4.23 Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to OWNER, tax will be deducted from the invoice raised and deposited with the authorities by OWNER. OWNER shall file the TDS return on GST Portal on the basis of which Credit can be availed by the bidder/ contractor.
- 15.4.24 TeCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by TeCL directly is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to TeCL.

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15.4.25 TeCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way bill, by whatever name it is called. However, TeCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called on demand to avoid any delay or Hold up.

#### 15.5 Income Tax

15.5.1 The Bidder/Contractor shall be exclusively liable to pay directly to the concerned Income Tax Authorities in India and to bear all Indian Taxes payable relative to employment of any personnel by the Bidder/Contractor.


15.5.2 Wherever withholding tax i.e. Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the Bidder/Contractor.

15.5.3 Bidder/Contractor should mandatorily provide the PAN. If PAN is not provided, TDS would be deducted at higher rate as per the provisions of Income Tax Act. TDS would also be deducted at higher rate if Bidder / Contractor is categorized as "Specified Person" by Income Tax Authorities for non -filling of return as per the provisions of the Income Tax Act.

15.5.4 All amounts in this bid for supply of equipment, machinery, catalyst or any other supply of goods made from outside India shall be gross of withholding tax levied under Indian Income Tax or Double Taxation Avoidance Agreement. Owner shall deduct the Withholding Tax payable to Government of India from the total amount payable for such supplies. All relevant documents for such payment shall be provided to the bidder/contractor.

15.5.5 All amounts in this bid for services from within India in INR shall be gross of Indian TDS. Owner shall deduct the Withholding Tax payable to Government of India from the total amount payable for such Indian Services. All relevant documents for such deduction shall be provided to the bidder/contractor.

15.5.6 Withholding tax / tax deductible at source is applicable to all payments to be made to the CONTRACTOR. Withholding / deduction is required to be made at the rates specified in the Indian Income Tax Act. However, in case of non-resident contractors, lower of the rate of withholding tax as available in the relevant Double Taxation Avoidance Convention or Agreements (DTAA) as notified or amended from time to time as compared to the rate applicable as per relevant Finance Act will be applicable subject to certain specified documentary compliances. Therefore, it is incumbent upon the Contractor/bidder to decide and declare whether it intends to take benefits of lower rate of Withholding Tax and commit to provide necessary documents. As per extant provisions of Income Tax Act and Rules made there under following documents are mandatory for this purpose (a) Tax Residency Certificate (TRC) issued by the competent authority of the country of residence of the Contractor (b) Electronically generated Form 10F as described in Income Tax Rules,

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1962 (c) A declaration in specified format in lieu of Permanent Account Number (PAN) and (d) No PE Certificate.

15.5.7 The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate if the CONTRACTOR is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the OWNER with the Income Tax Authorities in India and will not be adjustable by the OWNER. It is therefore in the interest of the CONTRACTOR that prior to release of any payment due to the CONTRACTOR under the Contract that the CONTRACTOR obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction /withholding of Income tax at source, failing which, payment to the CONTRACTOR shall be made by the OWNER after Withholding / deduction at the highest rate as may be applicable to the non-resident contractors as per Provisions of Income Tax Act, 1961.

15.6 Tax Conditions for LSTK Jobs (If applicable):

15.6.1 Apart from the Tax conditions already mentioned following Tax conditions shall also be applicable in LSTK Tenders.


15.6.2 The entire Scope of jobs under this Tender/Contract has been classified as Supply of Material and Service in relation to an immovable property under GST and the place of supply of services shall be the location at which the Works is being executed. Accordingly, the BIDDER/CONTRACTOR is required to take GST registration for supply of services and subsequent invoicing to the OWNER under the Tender/Contract as per GST invoice Rules.

15.6.3 The supplier of LSTK Bidder/Contractor should not issue its Invoice indicating OWNER as consignee since such sales cannot be treated as Sale-in-Transit under GST Law. Bidder/Contractor must procure material in their own name and avail ITC for the same and subsequently supply as part and parcel of Works Tender/Contract Service to OWNER. No waybill/road permit will be issued from OWNER.

15.6.4 Billing for Import to be done on OWNER (except for EPCG & MOOWR cases where separate high seas agreement will be entered with Bidder/Contractor) with applicable CGST & SGST with reimbursement of BCD & Cess and CGST & SGST thereon, limited to the quoted Foreign Currency (FC) amount. However, impact of IGST due to inclusion of Anti-Dumping Duty and Safe Guard Duty in the value for calculation of IGST shall be on Contractors account.

15.6.5 Where the Owner opts to avail the benefits of EPCG/Post export EPCG or MOOWR, relevant License shall be provided to LSTK Contractor and Customs clearance shall be done under IOCL import export code by endorsement of EPCG License number/MOOWR License in Bill of entries as the Owner will be the importer on record.


15.6.6 Withholding tax / tax deductible at source is applicable to all payments to be made

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to the CONTRACTOR. Withholding / deduction is required to be made at the rates specified in the Indian Income Tax Act. However, in case of non-resident contractors, lower of the rate of withholding tax as available in the relevant Double Taxation Avoidance Convention or Agreements (DTAA) as notified or amended from time to time as compared to the rate applicable as per relevant Finance Act will be applicable subject to certain specified documentary compliances. Therefore, it is incumbent upon the Contractor to decide and declare whether it intends to take benefits of lower rate of Withholding Tax and commit to provide necessary documents. As per extant provisions of Income Tax Act and Rules made there under following documents are mandatory for this purpose (a) Tax Residency Certificate (TRC) issued by the competent authority of the country of residence of the Contractor (b) Electronically generated Form 10F as described in Income Tax Rules, 1962 (c) A declaration in specified format in lieu of Permanent Account Number (PAN) and (d) No PE Certificate.

- 15.6.7 The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate if the CONTRACTOR is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the OWNER with the Income Tax Authorities in India and will not be adjustable by the OWNER. It is therefore in the interest of the CONTRACTOR that prior to release of any payment due to the CONTRACTOR under the Contract that the CONTRACTOR obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction /withholding of Income tax at source, failing which, payment to the CONTRACTOR shall be made by the OWNER after Withholding / deduction at the highest rate as may be applicable to the non-resident contractors as per Provisions of Income Tax Act, 1961.
- 15.6.8 In case of any advance including Mobilization, Advance given as per Contract, the Contractor shall issue Receipt voucher immediately on receipt of advance payment and subsequently issue the tax invoice at the time of supply, after adjusting advance payments as per Contractual terms and GST Provisions.
- 15.6.9 GST will be applicable on recovery for Land charges/ rent, Safety Penalty, over speeding, other penalties etc . OWNER will issue GST Invoice in such cases.
- 15.6.10 Credit notes to be issued by the Bidder/Bidder/Contractor for Price reduction on account of delay in delivery for lower incidence of GST.
- 15.6.11 Additional GST implication will arise on price variation of construction material and foreign exchange fluctuation and shall be paid extra on submission of proper GST invoice.
- 15.6.12 The total price payable under the Tender/Contract shall be restricted to the Lump sum Price and applicable GST as per other existing terms & condition of the Tender/Contract. Bidder/Contractor to ensure progressive invoice value so that there should not be any additional liability to the OWNER.



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#### 15.7 Custom Duty and Foreign Exchange Variation :

15.7.1 Custom Duty Variation: With the implementation of GST, the custom duty shall be a part of quoted price and no variation shall be allowed. However, in exceptional cases, Customs Duty rate variation can be agreed subject to the following conditions:

- (a) CIF value should be indicated in the offer. Materials to be imported covering the above CIF value should also be clearly spelt out. The rate of Customs Duty and the Tariff Number under which the item is covered should be clearly spelt out.
- (b) Any increase in price due to increase in Customs Duty rates beyond the Contractual Delivery date (CDD) in respect of items which require further fabrication after import and for bought out imported items beyond the CDD, will be to Bidder/Bidder/Contractor's account. For all such claims necessary documentary evidence shall be provided by the Bidder/Bidder/Contractor to OWNER along with their claim request.

#### 15.7.2 Foreign Exchange (FE) variation (If applicable):

- (a) FE variation shall normally not be allowed. In (global tenders) cases where Foreign Exchange (FE) involvement is envisaged, and in case the bidders are quoting for FE rate variation, the details of item wise maximum CIF value (indicating quantity) of each currency should be indicated in the offer..
- (b) Any increase in price due to increase in FE rates beyond the CDD in respect of items which require further fabrication after import and for bought out imported items beyond the CDD, will be to Bidder/Bidder/Contractor's account. However, any decrease in the prices due to decrease in FE rate at the time of actual clearance of imported materials, shall be passed on to OWNER. FE variation shall also include recovery if the actual exchange rate is less than the quoted rate.
- (c) While seeking the maximum CIF value in the tender documents, the bidder shall be asked to separately indicate the imported bought out items and their maximum CIF value. In case order stipulates FE variation clause, the Bidder/Bidder/Contractor shall furnish Bill of Entry documents along with the invoice and raise invoice accordingly.
- (d) In case the bidder quotes any component of Customs Duty based on exemption under the prevailing Indian Customs Laws [including any benefit available under any trade agreement which India has with any other nation or block of nations viz. Comprehensive Economic Partnership Agreement (CEPA), Free Trade Agreements (FTA) etc.] as on the date of Bid, then bidders shall be required to submit all the required documentary proof for the same at the time of dispatch of goods and in any case not later than the date on which Bill of Entry is required to be filed in India enabling TeCL, as importer, to avail the exemption as quoted

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by the Bidder. In the event of non- submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then any additional outflow suffered by TeCL on account of those taxes and duties (including interest, if any) shall be recovered from the bidder either from any payment due to the successful bidder or separately. It shall be obligatory on the part of the bidder to acquaint itself with the provisions of Indian Customs Act, 1962 and other related regulations under which said exemption is quoted by the bidder.

#### 16.0 MOBILISATION ADVANCE:

Mobilisation advance if applicable, will be stated in the SCC of tender documents, indicating the amount, rate of interest, and submission of BG of 110% of advance amount plus applicable taxes (if any). Mobilization advance (maximum of 10%) is payable in not less than two instalments only if the contract value is ₹ 10 Crore and above. *The rate of interest on mobilization advance shall be 1% over and above SBI MCLR Rate (for 2 years) published over SBI site as on date of opening of technical bid.* The mobilisation advance shall be released after fulfilling the following conditions:

- 16.1 The CONTRACTOR shall have signed and sent back a copy (or copies if so required) of the Acceptance of Tender issued by the OWNER in token of unqualified acceptance thereof.
- 16.2 The CONTRACTOR shall have furnished the Initial Security Deposit as stipulated in Clause 2.1.1.0 of GCC and associated clauses hereof.
- 16.3 The CONTRACTOR shall have executed the formal contract in terms of the Form of Contract.
- 16.4 Interest on mobilization advance will be recovered from running account bills. Contractor, therefore, shall deposit the amount of TDS with the Income Tax department and claim reimbursement from TeCL against submission of TDS certificate.
- 16.5 The above clause along with the process of recovery of mobilization advance is to be read in conjunction with GCC. Also, in the event that SCC is silent on the issue of mobilization advances; relevant provision of GCC may be referred to.


#### 17.0 PREFERENTIAL BIDDING:

As per relevant clauses of the tender document and e-tender portal.

#### 18.0 LETTER OF ACCEPTANCE (LOA) / NOTICE OF AWARD (NOA):

Wherever in any part of Tender Document including General Conditions of Contract, Special Conditions of Contract, the term 'Fax of Acceptance (FOA)' is appearing the same shall be read as 'Notice of Award (NOA)'. Definition of the Term and all other implications & usage of the term as specified anywhere in the entire tender document shall remain unchanged, treated as synonymous and will be applicable to



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NOA as presently being applicable to FOA. Thus, the terms FOA and NOA shall be read as synonymous.

#### 19.0 CONTRACT AGREEMENT:

Contract Agreement is applicable for the work order value of above INR 50.00 Lac. Contract Agreement is required to be signed within 30 days of receipt of LOA/WO. Successful bidder has to immediately submit a blank non-judicial stamp paper/e-stamp paper (Delhi) of INR 100/- for the preparation of Contract agreement.


#### 20.0 BLACKLISTING / HOLIDAY LISTING / DEBARMENT / BANNING POLICY OF TERRA CLEAN LIMITED:

Terra Clean Ltd. is following The Blacklisting / Holiday Listing / Debarment / Banning policy of Indian Oil Corporation Ltd. Same can be accessed from any of the following portals:

- (a) [www.iocl.com](http://www.iocl.com) from the link <https://iocl.com/uploads/holiday2023.pdf>
- (b) Indian Oil e-tenders website (<https://iocletenders.nic.in>) under the "Announcement" Section

#### 21.0 TERMS AND CONDITIONS FOR BIDDERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:

- 21.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry & Internal Trade (DPIIT) of Govt. of India.
- 21.2 "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 description of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- 21.3 "Bidder from a country which shares a land border with India" for the purpose 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 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

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- 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

21.4 The beneficial owner for the purpose stated above will be as under:

21.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the nature persons(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 a 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;

21.4.2 In case of a partnership firm, the beneficial owner is the natural persons(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;

21.4.3 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;

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


21.4.5 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.

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

21.6 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.

## 22.0 REVERSE AUCTION GUIDELINES FOR BIDDERS

Bidder to refer Annexure on Reverse Auction Guidelines for Bidders.

Bid No:	TeCL/CC/PSS/2026-27/03
	REQUEST FOR PROPOSAL (RFP) FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATIONS AND ASSOCIATED POWER EVACUATION SYSTEMS, INCLUDING 5 YEARS OF COMPREHENSIVE O&M

### 23.0 PUBLIC PROCUREMENT POLICIES:

#### 23.1 Micro and Small Enterprises (MSEs) (subject to applicability as per respective tender clauses):

- (a) For latest notifications and guidelines issued by MSME Ministry, please refer their official website. The latest guidelines shall prevail over the guidelines given under.
- (b) The Procurement Policy for Micro and Small Enterprises, 2012 (amended time to time) has been notified by the Government. Details of the policy along with the subsequent amendments issued are available on the MSME website shall be applicable.
- (c) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. The bidders are to submit the valid Udyam Registration certificate for the same.
- (d) EMD exemption (if applicable) / tender fee exemption (if applicable) / relaxation in Experience and Turnover criteria (if applicable) shall be provided to the MSE bidder in case they are registered as manufacturer / service provider of any item in the break-up table of NIC codes in Udyam Certificate.
- (e) MSE Purchase preference (if applicable) shall be provided to MSE bidders in case they are registered as service provider for the tendered item in the break-up table of NIC codes in Udyam certificate.

#### 23.2 Preference to Make in India, Order 2017 (PPP-MII) (subject to applicability as per respective tender clauses):

- (a) (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications/Amendments issued by concerned Nodal Ministry for specific Goods/Products available in Government website shall be applicable.
- (b) Bidders are to provide Local Content details as per given specific format provided in Annexure-18 of BRS and Annexures.


### 24.0 ZERO DEFECT ZERO EFFECT (ZED) AND LEAN CERTIFICATION FOR MSME VENDORS

The Government of India envisioned the Zero Defect Zero Effect (ZED) initiative (Bronze/Silver/Gold level) and the Lean Certification initiative (Basic/Intermediate/Advanced level) to enhance MSME competitiveness, ensure sustainability, and transform them into national and international champions.

For complete details on registration, required documents, benefits, and other related information, visit the links below:

<https://zed.msme.gov.in/>

and the link below.

Bid No:	TeCL/CC/PSS/2026-27/03
	REQUEST FOR PROPOSAL (RFP) FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATIONS AND ASSOCIATED POWER EVACUATION SYSTEMS, INCLUDING 5 YEARS OF COMPREHENSIVE O&M


<https://lean.msme.gov.in/>

Kindly register and take advantage of these GOI initiatives.

## **25.0 SPECIAL INSTRUCTIONS ON THE PRICE BID**

### **25.1 General**

- 25.1.1 All rates shall be in Indian Rupees (₹/ INR).
- 25.1.2 Bidders are required to quote percentage above or below or not quoted as given in the rate schedule. For quoting the rate “at par” bidder to select excess option and quoted % will be “ZERO” in such case.
- 25.1.3 The rates quoted by bidder shall remain fixed and firm and shall not be subject to escalation for any reason whatsoever.
- 25.1.4 In case any activity though specifically not covered under Schedule of Rates (SOR) descriptions but the same is covered under the Special Conditions of Contract, Scope of Work and other contents of Bidding Document, no extra claim on this account shall be entertained. SOR is to be read in conjunction with all other documents forming part of the tender document.
- 25.1.5 Specific intimation shall be given by Owner to operate individual line item of SOR for individual quantity as per requirement. Also, individual items may be operated in parallel for multiple quantities as per requirement.
- 25.1.6 If not required, some items and quantity of the SOR may not be operated at the discretion of the Owner and in such case payment would not be due for the non-operated SOR items/quantity. Owner does not guarantee any quantum of order value to be issued against the contract executed.
- 25.1.7 Unless otherwise specifically stated in the contract, all work under the contract shall be covered and paid for in accordance with the items and relative rates mentioned in the Schedule of Rates.
- 25.1.8 The bidder is deemed to have studied the specifications and details of works to be done within the time schedule and shall have acquainted himself of the conditions prevailing at site.
- 25.1.9 General directions and descriptions of work given elsewhere in the contract documents are not necessarily repeated in the SOR. Reference is to be made to the other documents for information and guidance.
- 25.1.10 Price Bid shall be considered in the specified format only. Any change in the format may result in summary rejection of the offer without any reference whatsoever to the bidder.
- 25.1.11 Work will be awarded to techno commercially qualified L-1 bidder as defined in the Qualification and Evaluation Criteria.
- 25.1.12 Bidder is not permitted to insert any conditions / deviations / notes to the Schedule

Bid No:	TeCL/CC/PSS/2026-27/03
	REQUEST FOR PROPOSAL (RFP) FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATIONS AND ASSOCIATED POWER EVACUATION SYSTEMS, INCLUDING 5 YEARS OF COMPREHENSIVE O&M

of Rates. Additional conditions / deviations / notes so inserted shall not be considered and shall be treated as null and void.

25.1.13 Bidder is advised strictly that the price MUST NOT be disclosed in the Techno-Commercial Part (i.e. Part - I) of the Bid since the tender is of 2 bid type.

## 26.0 VALIDITY OF BID

26.1 Bid shall remain valid for a minimum period of 180 days from the actual date of opening of Techno-Commercial bid. During the above period, Bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of TeCL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of TeCL, TeCL shall forfeit EMD (if any) and reject their bids. Such Bidder also may be put on Holiday list. The rates quoted in the schedule of rates shall remain firm during the validity period.

26.2 In exceptional circumstances, prior to expiry of the original bid, the owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made through e-tender portal. A Bidder agreeing to the request will not be permitted to modify his bid because of extension, unless specifically invited to do so, but will be required to extend the validity of his bid. If a Bidder still deviates or changes prices, bid is liable for rejection.


26.3 In exceptional circumstances, in case bids have to be revalidated before price bid opening beyond the originally sought validity, the same may be allowed with or without change in prices. However, TeCL reserves the right to cancel such tender and refloat the same.

26.4 In case a bidder offers shorter validity than required in Tender and seeks to revise prices on being asked to meet validity requirement as per Tender, an opportunity would be given to such bidders to meet the Owner's requirements spelt out in the tender. In case a bidder does not satisfy the Owner's requirements, such offer(s) shall be rejected and EMD shall also be forfeited.

## 27.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT):

27.1 Class I Local suppliers are only eligible to bid if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I local supplier.

27.2 In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class- I local supplier shall be eligible to bid irrespective of purchase value.

Bid No:	TeCL/CC/PSS/2026-27/03
	REQUEST FOR PROPOSAL (RFP) FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATIONS AND ASSOCIATED POWER EVACUATION SYSTEMS, INCLUDING 5 YEARS OF COMPREHENSIVE O&M

- 27.3 Bidders are requested to go through the Policy to Provide Purchase Preference (linked with local content) (PPP-MII) dated 17.11.2020 issued by the DPIIT and amendments thereof.
- 27.4 Bidders are requested to go through the Order No. F.No. 283 /22/2019 -GRID SOLAR dtd. 09th Feb'2021 issued by Ministry of New & Renewable Energy, Gol, for granting purchase preference to local suppliers.
- 27.5 **Common items for Transmission, Distribution and Generation Sector** in Ministry of Power OM No. A-1/2021-FSC-Part (5) dated 16.11.2021. The Minimum Local Content (%) as mentioned under the afore mentioned OM shall be complied. The contractor should comply with the requirement of Minimum Local Content for individual items as listed in Annexure-I and should purchase these items only from Class-I Local Supplier.
- 27.6 The bidder shall declare in Annexure -18 of their techno-commercial bid regarding supply/ sourcing of above listed goods/ services, as/ from Class-I Local Supplier.
- 27.7 In case the bidder declares supply/ sourcing of all the Goods/ Services as per the above list as/ from Class-I Local Supplier, their bid shall be considered for further evaluation.
- 27.8 For those bidders who do not declare, or declare for only some of the listed items, the supply/ sourcing of Goods/ Services as/ from Class-I Local Supplier, their bid shall not be considered for further evaluation and shall be technically rejected.
- 28.0 ANNEXURES:**
- 28.1 Bidder has to submit duly filled Annexure specified in the “Section-VII (BRS and Annexures)”

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## APPENDIX 2: CVC GUIDELINES



केन्द्रीय सतर्कता आयोग  
CENTRAL VIGILANCE COMMISSION



सचिव, सतर्कता आयोग, संवर्धन,  
सचिवालय, जल संयंत्र, नई दिल्ली-110023  
Sachin Bhawan, G.P.O. Complex,  
Block A, INA, New Delhi-110023

सं./No. 015/VGL/991  
दिनांक / Dated 14.06.2023

Circular No. 04/96/23

**Subject : Adoption and implementation of Integrity Pact-Revised Standard Operating Procedure- regarding.**

The Commission has reviewed the Standard Operating Procedure (SOP) for adoption of Integrity Pact (IP) by all Government Organizations, Public Sector Enterprises, Public Sector Banks, Insurance Companies, other Financial Institutions and Autonomous bodies etc. A copy of the revised SOP is enclosed, which would be applicable for adoption and implementation of the IP by the organizations concerned.

2. The present SOP is in supersession of the earlier SOP issued vide Circular No. 05/01/22 dated 25.01.2022.

  
(Wornila Jasmine Kishsing)  
Deputy Secretary

Encl: As above

To

- (i) All Secretaries of Ministries / Departments. (This Circular may also be shared with the existing IEMs in the organizations concerned)
- (ii) All CMDs/Head of CPSUs/Public Sector Banks/Organisations. (This Circular may also be shared with the existing IEMs in the organizations concerned)
- (iii) All CYOs of Ministries/Departments/CPSUs/Public Sector Banks/Organisations. (This Circular may be brought to the notice of the Chief Executive of the organization concerned)
- (iv) All Independent External Monitors.

## **STANDARD OPERATING PROCEDURE FOR IMPLEMENTATION OF INTEGRITY PACT**

### **1.0 BACKGROUND**

- 1.1 In order to ensure transparency, equity and competitiveness in public procurement, the Commission recommends adoption and implementation of the concept of Integrity Pact (IP) by Government organizations, Public Sector Enterprises, Public Sector Banks, Insurance Companies, other Financial Institutions and Autonomous Bodies, etc.
- 1.2 Deptt. of Expenditure vide OM dt. 19.7.2011, issued guidelines to all Ministries/Departments/Organizations including their attached/subordinate offices and autonomous bodies for implementation of IP. Also, vide OM dated 20.7.2011, Deptt. of Expenditure requested Department of Public Enterprises for directions to Central Public Sector Enterprises for use of IP.
- 1.3 Further, in view of the increasing procurement activities of Public Sector Banks (PSBs), Insurance Companies (ICs) and Financial Institutions (FIs), the Commission vide Circular No. 02/02/2015 dated 25.02.2015 advised that all PSBs, PSBIs and FIs shall also adopt and implement the Integrity Pact.
- 1.4 The Commission vide Circular No. 05/01/23 dated 25.01.2023, issued a revised Standard Operating Procedure (SOP) for adoption and implementation of Integrity Pact by Organizations.

### **1.0 INTEGRITY PACT**

- 2.1 The Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit

themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the Principal not to seek or accept any benefit, which is not legally available;
- Promise on the part of bidder not to offer any benefit to the employees of the Principal not available legally;
- Principal to treat all bidders with equity and reason;
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents / brokers or any other intermediary;
- Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) were to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

- 2.2 Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

- 2.3 IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the organization. The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the bidder(s).
- 2.4 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.
- 2.5 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaint. Consent of the IEM(s), who may not be available, shall be taken on record.
- 2.6 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 2.7 The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and/or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.

### 3.0 APPOINTMENT OF IEMs

- 3.1 The IEMs appointed should be eminent persons of high integrity and reputation. A periodical notice inviting applications from eligible persons will be published on the Commission's website. After due scrutiny and verification of the applications and accompanying documents, as may be deemed appropriate by the Commission, the name(s) would be included in the panel for consideration for nomination as IEM.
- 3.2 The zone of consideration of eminent persons for empanelment as IEMs would consist of:-
- (i) Officers who have held the post of Additional Secretary to Govt. of India or were in equivalent or higher pay scale, at the time of retirement (whether serving with Govt. of India or any State Govt.).
  - (ii) Persons who have held the post of CMD of Schedule 'A' Public Sector Enterprise and were equivalent to Additional Secretary to Govt. of India, at the time of retirement.
  - (iii) Persons who have held the post of CMD/MD and CEO of Public Sector Banks, Insurance Companies and other Financial Institutions, at the time of retirement.
  - (iv) Chief Executive Officer of an organization (other than listed above and were equivalent or higher to Additional Secretary to Govt. of India, at the time of retirement).
  - (v) Officers of Armed Forces, who were in the pay scale of equivalent or higher to Additional Secretaries to Govt. of India, at the time of retirement.
- 3.3 The Commission would not include a retired person in the panel being maintained by it for consideration for nomination as IEM, if that retired person has accepted a full time assignment, post retirement, either in government sector or private sector or elsewhere. All those empanelled persons, who accept full time assignment elsewhere, would cease to remain on the panel, from the date on which they have accepted the said assignment. In

this regard, it would be incumbent upon the empanelled persons to immediately inform the Commission about the acceptance of full time assignment by them.

- 3.4 The Commission would nominate IEMs for an organization, from the panel of IEMs maintained by it. The concerned organization should send a request for nomination of IEMs in case of adoption of Integrity Pact by them. Whenever a vacancy is likely to arise due to completion of tenure of an existing IEM, the organization should send the request for nomination of IEM three months before the expiry of tenure. Similarly, in case of resignation of IEM(s), intimation along with request for nomination should be sent immediately by the organization to the Commission.
- 3.5 Three IEMs shall be nominated for appointment in Maharashtra and Navarna PSUs and two IEMs shall be nominated in all other organizations.
- 3.6 A person may be appointed as an IEM in a maximum of three organizations at a time.
- 3.7 An empanelled person cannot be appointed in one organization for a period of more than three years.
- 3.8 Age of IEM should not be more than 70 years at the time of appointment.

#### **4.0 IMPLEMENTATION PROCEDURE**

- 4.1 The provision for the Integrity Pact is to be included in all Requests for Proposal/Tender documents issued in future in respect of the procurements that meet the criteria laid down by the Ministry/Department in terms of Department of Expenditure's OM dated 19.07.2011.
- 4.2 In all tenders covered under the IP, particulars of all IEMs, including their email IDs, should be mentioned, instead of mentioning details of a single IEM.



- 4.3 The Purchase / procurement wing of the organization would be the focal point for the implementation of IP.
- 4.4 It has to be ensured, through an appropriate provision in the tender document, that Integrity Pact is deemed as part of the contract so that the parties concerned are bound by its provisions.
- 4.5 A clause should be included in the IP that a person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
- 4.6 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- 4.7 The final responsibility for implementation of IP vests with the Head of organization/CMD/CEO of the organization.

## **5.0 ROLE OF IEMs**

- 5.1 The IEMs would be provided access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.
- 5.2 The Procurement wing of the organization shall hold quarterly meetings with the IEMs. A summary of contracts awarded in the previous quarter, which are covered under the IP, shall be shared with the IEMs during the quarterly meeting. Such summary of contracts should include details like tender number, mode of tendering, period allowed for publicity, number of bids received, number of bidders considered eligible, and name and address of the successful bidder.

- 3.3 The above summary of contracts is to help the IEMs in analyzing whether appropriate mode of tendering is being adopted by the organization i.e. limited tender mode or nomination mode are not widely used, number of bidders are not too low, large number of bidders are not excluded while judging the eligibility or during technical bid evaluation stage, and whether particular firm or set of particular firms is repeatedly getting contracts etc. Based on their analysis, the IEMs can suggest to the Management suitable systemic improvement(s) and measures to improve objectivity in decision making, capacity building etc.
- 3.4 It would be desirable to have structured meetings of the IEMs with the Chief Executive of the Organization on a half yearly basis to discuss / review the information on tenders awarded during the preceding six months' period. Additional such meetings, however, can be held as per requirement. All such meetings with the Procurement wing or with the Chief Executive of the organization should be minuted.
- 3.5 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO of the concerned Organization.
- 3.6 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.

5.7 All IEMs should sign non-disclosure agreements with the organization in which they are appointed.

5.8 The IEMs would also be required to sign a declaration of absence of conflict of interest. A person acting as an IEM shall not be deterred from taking up other assignments such as consultancy with other organizations or agencies subject to his declaring that his / her additional assignment does not involve any conflict of interest with existing assignment, and it is not a full time assignment. In case of any conflict of interest arising at a later date from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse himself/herself from that case.

#### **6.0 ENTITLEMENTS OF IEMs**

6.1 In any organization, the IEMs shall be paid per sitting a fee of ₹ 25,000/- . However, the maximum amount payable to IEMs in a calendar year shall not exceed ₹ 3,00,000/- with respect to the sitting fee.

6.2 The travel and stay arrangement for the IEMs for such meetings shall be equal to their entitlements at the time of retirement. Booking of tickets for travel, as per the mode of travel indicated by the IEM in writing (including email), local transport and stay shall be done by the organization.

6.3 The fees for meetings held by IEMs for mediation between the Management and the contractor as per Para 5.6 above shall be the same as fee payable to IEMs otherwise and in addition to the fees for the regular meetings of IEMs, over and above the ceiling of ₹ 3,00,000/- annually, to be calculated as per calendar year. The travel and stay arrangement for such meetings shall be same as given in Para 6.2 above.

6.4 The organization concerned shall provide place for meeting and secretarial assistance to IEMs for rendering his/her job as IEM. No payment in lieu of secretarial assistance shall be paid to the IEMs.

## 7.0 REVIEW SYSTEM

- 7.1 CVDs of all organizations would keep the Commission posted with the implementation status through their annual reports and special reports, wherever necessary.
- 7.2 All organizations are called upon to make sincere and sustained efforts to imbibe the spirit and principles of the Integrity Pact and ensure its effective implementation.

Telegraphic Address :  
SATARETA, New Delhi

E-Mail Address  
cvcvig@nic.in

Website  
www.cvc.nic.in

EPABX  
24600200

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केन्द्रीय सतर्कता आयोग  
CENTRAL VIGILANCE COMMISSION



सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स,  
ब्लॉक-ए, आई.ए.पी.सी. नई दिल्ली-110023  
Satarkta Bhawan, G.P.O. Complex,  
Block A, INA, New Delhi-110023

सं./No. 98/DSP/09/40535

दिनांक / Date 24<sup>th</sup> Sept., 2020

Circular No. 12/09/20

**Sub:** Action on anonymous/pseudonymous complaints.

**Ref:** (i) DoPT's OM No.104/76/2011-AVD.I dated 18/10/2013 &  
18/06/2014.

(ii) Commission's Circular No.07/11/2014 dated 25/11/2014.

Attention is invited to the DoPT's OM and the Commission's Circular mentioned above wherein it was prescribed that no action would be taken on anonymous/pseudonymous complaints by Ministries/Departments/Organisations and such complaints should be filed.

2. The Commission has observed instances wherein some Departments/Organisations are taking cognisance of anonymous complaints, despite strict guidelines issued by DoPT and the CVC. Such non-compliance/violation of guidelines by the concerned authorities would be viewed seriously.

3. All CVCs/Administrative Authorities should ensure strict compliance to the above instructions.

  
(J. Vinod Kumar)  
Director

**To:**

All Secretaries of Ministries / Departments of Govt. / CMDs/Chief Executives/Heads/CEOs of CPSEs / PSUs / PSICs / FIs / Autonomous Organisations, etc.

All Chief Vigilance Officers of Ministries/Departments/CPSEs/PSUs/PSICs/FIs/ Autonomous Organisations, etc.

**OFFICE MEMORANDUM**

**Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector.**

Reference is invited to MNRE's Order of even no. dated February 09, 2021, which superseded the earlier order of even no. dated September 23, 2020, on the above mentioned subject.

2. Para 7 of the aforesaid Order provides for a mechanism, in the form of a Committee, to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MNRE.

3. Further para 8 of the said Order mentions as follows:

*"The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of IREDA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest."*

4. It is hereby conveyed that the grievances/complaints under the subject Order dated February 09, 2021 may be addressed to the Secretary, Ministry of New & Renewable Energy (MNRE), Block-14, C.G.O. Complex, Lodhi Road, New Delhi-110003, along with payment of requisite complaint fee as prescribed in para 8 of the said Order.

5. The details of the bank account of Indian Renewable Energy Development Agency Limited (IREDA), wherein complaint fee can be paid, are as follows:

Bank Name	Industrial Bank
Account Title	IREDA - MNRE MAKE IN INDIA A/C
Account No.	100136782501
Branch Code	0005
IFSC Code	INDB0000003
Bank Address	Industrial Bank, GK-II, Dr Gopal Das Bhawan, 23, Barakhamba Road, New Delhi-110001

6. This issues with the approval of Secretary, MNRE.

  
(Mohd Azmal Mansoori)  
Scientist-B  
Email: azmal.mnre@gov.in

To:  
All Concerned

Copy to: NIC, MNRE, for uploading on MNRE website for dissemination of information.

Copy for internal circulation to: Sr. FPS to Secretary/ Sr. FPS to JS (AKS) / Dir (RG)/ Sec-D (SK)



**F. No. 283/22/2019-GRID SOLAR**  
**भारत सरकार / Government of India**  
**नवीन और नवीकरणीय ऊर्जा मंत्रालय / Ministry of New & Renewable Energy**

Block No. 14, C.G.O. Complex,  
Lodhi Road, New Delhi – 110003  
Dated: 09<sup>th</sup> February, 2021

**ORDER**

**Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector.**

**Ref: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No.P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June, 2020 and dated 16<sup>th</sup> September, 2020.**

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017 for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Further, DPIIT vide order's No.P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June, 2020 and 16<sup>th</sup> September, 2020, have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In the light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had issued O.M. No. 146/57/2018-P&C dated 11<sup>th</sup> December, 2018 covering certain products related to renewable energy sector under the Public Procurement (Preference to Make in India) Order and specifying the Minimum Percentage of local content required for such renewable energy products. Further, in pursuance of revised Public Procurement (Preference to Make in India) Order 2017, dated 04.09.2020, this Ministry had issued an Order No. 283/22/2019-GRID SOLAR dated 23.09.2020 on the above mentioned subject.

3. In furtherance of Para 19 of the DPIIT Notification No.P-45021/2/2017-PP(BE-II) dated 16.09.2020 and in supersession of all the aforementioned orders issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement, (ii) purchase preference, (iii) exemption to small purchases, and (iv) margin of purchase preference, shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in Annexure-I, only "Class-I local supplier", shall be eligible to bid irrespective of purchase value.
- iii. Only 'Class I local supplier' and 'Class-II local supplier', as defined under the DPIIT Notification No.P-45021/2/2017-PP(BE-II) dated 16.09.2020, shall be eligible to bid in procurements 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 (ii) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 181(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per Annexure-I, will be reviewed at regular intervals with a view to increase number of items in this list.

5. Purchase preference shall be given to local suppliers in accordance with para 3A & 3B of DPIT Order dated 16.09.2020, and extracts of the same given at Appendix.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Chairperson	DG, NISE
Member	Dir(JKJ)
Member	Dir(Wind)
External Expert	Dir(Technical), IREDA
Convener	Dir(RG)

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MNRE. The composition of the Committee is given below:

Chairperson	EA
Member	Dir(Wind)
Member	Dir(JKJ)
Convener	Dir(RG)

8. The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of IREDA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIT's order No.P-45021/2/2017-PP (BE-II) dated 16.09.2020.

10. This order shall be applicable in respect of the procurements made by all attached or subordinate offices or autonomous body under the Ministry of New & Renewable Energy, Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by Government of India. The aforesaid order shall also be applicable in respect of funding of capital equipment by IREDA, PFC and REC, for all RE projects, for which the bids are issued on or after 1st April, 2021.



11. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents fully complying with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/this Ministry from time to time.

12. All tenders for procurement by Central Government Agencies have to be certified for compliance of the PPP-MII Order by the concerned procurement officer of the Government Organization before uploading in the portal.

13. In pursuance of the provision of para 13 of the DPIIT Order, 2020, equipment used in the renewable energy sector which are manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement, if any, are listed as under Annexure-II. However, Annexure-II will undergo regular review to check for those items in the list for which sufficient local manufacturing capacity and competition have got developed and which meet minimum local content of 60% now, so that these items become eligible for inclusion in Annexure-I of this order and the provisions as contained in para 3 above of this order start becoming applicable in respect of these items too.

14. In terms of para 13A of DPIIT's Order dated 16.09.2020, the procuring entities, while procuring Solar PV Cells beyond 250 MW per annum, shall prescribe in their respective tenders that foreign companies shall enter into a joint venture with an Indian company to participate in the tender.

15. In order to further encourage Make in India initiative and promote manufacturing and production of goods and services in India, general guidelines as enclosed at Annexure-III may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

16. This issues in line with the approval from Hon'ble MoS (IC) for NRE and Power.

  
05/02/21  
(Mohd Azmal Mansoori)  
Scientist-B  
Email: azmal.mnre@gov.in

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Chief Secretaries of all States/UTs
6. Director General, Comptroller and Auditor General of India
7. Secretary, DPIIT, Chairman of Standing Committee for Implementation of Public Procurement Order, 2017
8. Joint Secretary, DPIIT, Member-Convenor of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs under MNRE & MoP
11. All Group Heads in MNRE

**Extracts of important provisions contained in DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 18th September, 2020**

**1. Definitions:**

**'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 not 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.

**'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.

**'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'.

**2. 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 procurements 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 2 (a) above, and with estimated value of purchases less than Rs 200

Order, 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.

### **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 procurements undertaken by procuring entities in the manner specified here under.

b) In the procurements of goods or works, which are covered by para 2(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 procurements of goods or works, which are covered by para 2(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 supplier' 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-para's above.

**4. Exemption of small purchases:** Procurements where the estimated value to be procured is less than Rs.5 Lakh 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.



**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. 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 endeavor 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 other 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 Government and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entries of countries which have been identifies 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 PSUs/PSUs, for the next 5 years on their respective website."

A handwritten signature in black ink, appearing to be 'A. K.' or similar, located in the lower right quadrant of the page.

**List of items of goods and services with sufficient local capacity and competition:**

**A. Small Hydro Power**

1. Turbine
2. Generator
3. Penstock pipelines
4. Control panel
5. Governors
6. Cables
7. Valves
8. Transformers
9. Switchgears

**B. Wind Power**

1. Gear box,
2. Blades,
3. Rotor,
4. Generator,
5. Tower,
6. Hub,
7. Parts of controller,
8. Bearings,
9. Yaw mechanism components,
10. Nacelle

**C. Off Grid/ Decentralised Solar Power**

1. Solar street lights
2. Solar home lighting systems
3. Solar power packs
4. Micro grid
5. Solar water pumps
6. Inverters
7. Batteries

6. Other solar PV balance of system components for Off Grid/Decentralized solar power projects.

**D. Grid connected Solar Power Projects**

1. Solar modules
2. Solar Inverters

**E. Biomass Gasifier**

1. Biomass gasifier reactor
2. Feed hopper
3. Ash removal system
4. Ash pump
5. Cyclone
6. Hot gas filter
7. Gas blower
8. Gas piping
9. Control panel
10. Platforms and ladders
11. Water seals
12. Gas burner for start up
13. Automatic gas burner

**F. Biomass Cogeneration**

1. Boiler and its auxiliaries including ESP
2. Turbine/generator & its auxiliaries
3. Electrical evacuation and distribution system
4. Bagasse/biomass fuel storage and handling equipment
5. Ash handling systems
6. Cooling tower or air cooled condensers and its auxiliaries
7. Water treatment plant
8. Control system
9. Interface piping
10. EOT crane



## 11. ETP

### G. Municipal Solid Waste (MSW) Projects

1. Boiler
2. Flue gas cleaning system
3. Grab crane system
4. Waste processing system
5. Leachate treatment plant
6. Chimney
7. Water/air condenser
8. Turbine-generator,
8. Water treatment plant
10. Ash treatment plant
11. Control and instrumentation system

### H. Waste to Energy (biogas/ bio-CNG)

1. Feed mixer
2. Tank
3. Mixing agitator
4. Feeding pump
5. Digester tank
6. Stirring agitator
7. Double membrane balloon
8. Liquid & gas piping systems
9. Biogas purification system
10. B-CNG booster compressor
11. B-CNG filling header
12. Cylinder casket
13. CNG dispenser
14. Power generator



#### ANNEXURE-J

The items manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology.

- Presently there is no entry for this Annexure.



**General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.**

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian National Rupees (INR) only in respect of local content only.
4. Indian subsidiaries of foreign bidders shall meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than --- years (to be specified by the procurer).
10. The technologies/ products offered shall be environmentally friendly, consuming less energy, and safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit or as may be specified.
13. Domestic Content requirement (based on the cost of the product) shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).



14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted
21. The original test report in the language prescribed by the procurer shall generally be accepted. Preferably the translated test report/ shall not be accepted. However, the notarized translation of test reports shall be accepted.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required, the foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.





F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division


161, North Block,  
New Delhi  
23rd July, 2020

**Office Memorandum**

**Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

*Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.*

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block,  
New Delhi  
23rd July, 2020

**Order (Public Procurement No. 1)**

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

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

**Requirement of registration**

1. 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 **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

**Transitional cases**

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

#### Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

#### Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
  - a. to all Autonomous Bodies;
  - b. to public sector banks and public sector financial institutions; and
  - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

#### Definitions

- 6. "Bidder" for the purpose of this 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.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder 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

9. "Beneficial owner" for the purpose of paragraph 8 above 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;

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(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.

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

#### Sub-contracting in works contracts

11. 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 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

#### Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

#### Validity of registration


13. 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

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex 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. without making any reference to this Department.



(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

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 of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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## **Annex I: Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- 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.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 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 shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc.** No fresh registration at the State level shall be required.

- I. 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.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this 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 and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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## **Annex II: Special Cases**

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. 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.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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### **Annex III**

#### **Model Clause /Certificate 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.)*

#### **Model Clauses for Tenders**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for 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;

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- 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.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

*"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 this bidder is not from such a country and is eligible to be considered."*

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*

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*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 Certificate for GeM:**

*"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 or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

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\*\*\*\*\*

JS(RA)  
S2.2.2.2  
JS(RA)

File No.1(10)/2017-CLES  
Government of India

Ministry of Electronics and Information Technology

100 (Amr)  
17/07/18

Electronics Niketan, New Delhi  
Dated: 2nd July, 2018

### NOTIFICATION

**Subject:** Public Procurement (Preference to Make in India) Order 2018 for Cyber Security Products

**Reference:** Department of Industrial Policy & Promotion (DIPP) Notification No. P-45021/2/2017-B.E.-II dated 15.06.2017 and revised notification P-45021/2/2017-PP(BE-II) dated 28.05.2018

The Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E.-II dated 15.06.2017 and partially modified order no No.P-45021/2/2017-PP(BE-II) was issued on 28.05.2018, to encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, the Ministry of Electronics and Information Technology (MeitY) hereby notifies that Cyber Security being a strategic sector, preference shall be provided by all procuring entities to domestically manufactured/produced Cyber Security Products as per the aforesaid Order.

#### 3. Definition of Cyber Security Product:

For the purpose of this Notification, Cyber Security Product means a product or appliance or software manufactured/produced for the purpose of protecting, information, equipment, devices computer, computer resource, communication device and information stored therein from unauthorized access, use, disclosure, disruption, modification or destruction.

#### 4. Definition of 'local supplier' of domestically manufactured/ produced Cyber Security Products

File No. 1(10)/2017-CLES  
Secretary (DIPP)  
Dated: 11/07/2018  
P-67909

4.1 For the purpose of this Notification, the 'local supplier' is defined as follows:

(A) A company incorporated and registered in India as governed by the applicable Act (Companies Act, LLP Act, Partnership Act etc.) or startup that meet the definition as prescribed by DIPP, Ministry of Commerce and Industry Government of India under the notification G.S.R. 364 (E) dated 11<sup>th</sup> April 2018 and recognized under Startup India initiative of DIPP.

AND

(B) Revenue from the product(s) in the India and revenue from Intellectual Property (IP) licensing should accrue to the aforesaid company/Startup in India. The entity claiming benefits under the Public Procurement Order 2017 in addition to being an Indian registered/incorporated entity, and supplying products should satisfy the conditions of IP ownership as under:

(B)(i) Domestically manufactured/produced Cyber Security product means a product, whose intellectual property is owned by the Indian Company/Startup (as defined above) such that it has rights to:

- (a) Use and commercialize without third party consents; and
- (b) Distribute; and
- (c) Modify

AND

The Indian Company/Startup should demonstrate ownership of intellectual property associated with the product, in addition to trademarks applicable, if any.

(B)(ii) Even in case of open source products, all the three IP ownership rights as outlined in paragraph B(i) above should rest with the Indian entity.

(B)(iii) IP ownership rights would need to be substantiated by adequate proof, such as  
(a) adequate documentation evidencing ownership (evidenced by supporting proof such as documentation related to development but not limited to IP assignments, shrink wraps,

license agreements, click wraps); **OR** (b) IP registrations. It may be noted that IP registrations is not a compulsory criteria as it is not necessary to register to exercise copyright in India.

#### **4.2 Exclusion:**

(a) Resellers, Dealers, Distributors, implementation/ support services agencies of products, who may have limited rights to IP to enable transfer of rights to use, distribute and modify.

(b) Digital content is not considered a product e.g. videos, e-books, etc.

Definition of domestically manufactured/produced Cyber Security product and Indian Company should be applied in conjunction with conditions 4.1 (A) and 4.2 (B) outlined above and read along with the aforesaid exclusion criteria, to suppliers of products to identify Indian Product Company/Startup.

#### **5. Product List**

A committee headed by Additional Secretary MeitY and comprising of Group Coordinator (R & D in Electronics) MeitY, DG CERT-In, DG STQC, CEO DSCI, Additional Chief Secretary to Government of Karnataka Department of Personnel and Administrative Reforms (e-Governance), representative of Ministry of Defence and Group Coordinator (Cyber Security) MeitY as convener will be constituted to define and review framework for the evaluation of the products and will be empowered to approve the products to be included in the list of products eligible for benefit under this notification. The committee may co-opt domain specific official members for evaluation. The committee, inter-alia, is to assess capacity and capability and recommend following :

- i. The product is secure to use and its performance.
- ii. Adequate support infrastructure is available in country.
- iii. Meeting international standards/best practices wherever available.
- iv. The committee while making recommendations bear in mind the need to promote development of indigenous 'Make in India' capabilities in cyber security sector.
- v. Products with multiple sub-components can be covered under this notification. Total licensing/Royalty fee going out in any such product should not exceed 50% of the total cost of the product.

**6. Verification of 'local supplier' of domestically manufactured/ produced Cyber Security Products**

a. The local supplier at the time of tender, bidding or solicitation shall provide self-certification that the item offered meets the definition of 'local supplier' of domestically manufactured/produced Cyber Security Products, as per Para 4 above.

b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) that the item offered meets the definition of 'local supplier' of domestically manufactured/ produced Cyber Security Products, as per Para 4 above.

c. In case a complaint is received by the procuring agency or the concerned Ministry/ Department against the claim of a bidder regarding supply of domestically manufactured/ produced Cyber Security Product, the same shall be referred to STQC, an attached office of MeitY.

d. Any complaint referred to STQC shall be disposed off within 4 weeks. The bidder shall be required to furnish the necessary documentation in support of the domestically manufactured/ produced Cyber Security product to STQC. If no information is furnished by the bidder, STQC may take further necessary action, to establish the bonafides of the claim.

e. In order to avoid frivolous complaint designed to overreach the preference given to local supplier, it is proposed to strengthen and make accountable the entire complaint process. Accordingly, a complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured/produced Cyber Security Product being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

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



7. For reasons to be recorded in writing, a procuring entity may choose to procure a higher percentage of domestically manufactured electronic products than specified in the Public Procurement (Preference to Make in India), Order 2017. This would enable the procuring entities to meet their special requirements or wherever a special policy provision exists/decision is taken by the Government to meet the demand from domestic manufacturers.

8. The Notification comes into effect immediately and shall remain valid till the revised Notification is issued.

9. The Cyber Security Products notification shall also be applicable to the domestically manufactured/produced Cyber Security products covered in turnkey/system integration projects. In such cases the preference to domestically manufactured/produced Cyber Security products would be applicable only for the value of Cyber Security product forming part of the turnkey/ system-integration projects and not on the value of whole project.

10. MeitY shall be the nodal Ministry to monitor the implementation of the Cyber Security Products Notification.

11. In case of a question whether an item being procured is a Cyber Security Product to be covered under the Public Procurement (Preference to Make in India) Order 2018 for Cyber Security Products, the matter would be referred to the Ministry of Electronics and Information Technology for clarification.



(Rakesh Maheshwari)

Senior Director & Group Co-ordinator (Cyber Laws & E-Security)

Tel: 011-24361814

New Delhi, Dated 02.07.2018

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. NITI Aayog

5. Joint Secretary (DIPP), Member-Convener of Standing Committee of Public Procurement Order 2017
6. Controller and Auditor General of India
7. AS&FA, Ministry of Electronics and Information Technology
8. Internal Distribution



(Rakesh Maheshwari)  
Senior Director & Group Co-ordinator (Cyber Laws & E-Security)  
Tel.: 011-24361814

F. No. 283/54/2018-GRID SOLAR – Part(1)  
भारत सरकार / Government of India  
नवीन और नवीकरणीय ऊर्जा मंत्रालय / Ministry of New & Renewable Energy  
ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Block No. 14, C.G.O. Complex,  
Lodhi Road, New Delhi – 110003  
Dated: 10<sup>th</sup> March, 2021

**OFFICE MEMORANDUM**

**Sub: Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019 – Implementation – Reg.**

As noted in this Ministry's OM of even no. dated 02.01.2019, solar PV power installations are set up for a period of 25 years and, solar PV cells and modules used in plants require long term warranty. It is thus desirable to ensure that such products are indeed made in units in which production has been claimed. It is possible that some units may claim production of solar cells & modules produced or made elsewhere. The reliability of producer is essential to protect the consumer interests and ensure larger energy security of the Country.

2. In order to address this issue, MNRE issued an order "Approved Models & Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019" and "Guidelines for enlistment under Approved Models & Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019". These orders provide for enlistment of Models and manufacturers of Solar PV Cells & Modules, after due inspection of manufacturing facilities.

3. Considering the recommendations of a Committee constituted to review the implementation of ALMM order and inspections reports submitted by NISE, Hon'ble Minister for Power & NRE has approved the ALMM list for Solar PV Modules i.e. List I – List of Models and Manufacturers for Solar PV Modules, as on 10.03.2021. The ALMM list for Solar PV Modules is enclosed at Annexure – I.

4. In accordance with the ALMM order dated 02.01.2019 and amendment thereto:

- i. The enlistment shall be valid for two years and can be renewed on submission of necessary documents.

S. S. Sharma  
10/03/2021

- ii. The Ministry is empowered to conduct production & sale audit and random quality test, inspection of facility at any time to ensure the compliance and in case of any non-compliance, the enlisted manufacturer shall be removed from ALMM
- iii. The Approved List of Models and Manufacturers (ALMM) will be uploaded on the MNRE website and will be monthly updated
- iv. Only the models and manufacturers included in this list shall be eligible for use in Government / Government assisted Projects / Projects under Government schemes & Programmes, installed in the country, including Projects set up for sale of electricity to Government under the Guidelines issued by Central Government under section 63 of Electricity Act, 2003 and amendment thereof. The word "Government" shall include Central Government, State Government, Central Public Sector Enterprises, State Public Sector Enterprises and Central and State Organizations / Autonomous bodies

5. Further in partial modification to this Ministry's OM of even number dated 02.02.2021 ALMM Order in respect of List – I (Modules) or List – II (Cells) shall be applicable only on the projects for which the bids are concluded after 30 days of publication of such List. Accordingly, **ALMM order in respect of List I (Modules) shall be applicable on all such bids whose last date of bid submission is on or after 10.04.2021.**

6. To bring contractual clarity, the Bidding Agencies shall take an explicit declaration from the Bidders that they are aware of binding provisions of the ALMM Order and the List(s) thereunder, while quoting the tariff in that bid.

7. This issues with the approval of Hon'ble Minister, New and Renewable Energy.



(Shiva Suman)

Dy. Director

Tel. 011 – 24369788

e-mail: shivvasuman@nic.in

**To: All Concerned**

**CC: Director (Technical), NIC, MNRE for uploading this document on MNRE's website**

List of Manufacturers and Models of Solar PV Modules ordered under A-MN Order

S. No.	Name of the Manufacturer	Location of Manufacturing	Existed Capacity	S. No.	Type of Modules	Model Name	Estimated Modules	No. of Cables in Modules		Validity	
								From	To		
1	Shantiv Solar PV Ltd	Tunda, Mandla SEZ, Mandla Chhatisra, India	1100	1	Mono Cr-Si Modules	BMS 200W Series, AWP-P-AVN (AAA-325-100)	AWP-V-20	72 (Grid Cable)	10.03.2023	09.03.2024	
							AWP-V-20				
							AWP-V-10				
							AWP-V-10				
							AWP-V-40				
							AWP-V-40				
							AWP-V-10				
							AWP-V-10				
							AWP-V-10				
							AWP-V-10				
2	Vikram Solar Ltd	Pala SEZ, South 24 Parganas, West Bengal, India	976	2	Mono Cr-Si Modules	Eterna VSP 72 AAA-09 (AAA-320Wp-1410Wp)	AAA-7-PRC-100	72 (Grid Cable)	10.03.2023	09.03.2024	
							AAA-7-PRC-100				
							AAA-7-PRC-100				
							AAA-7-PRC-100				
							AAA-7-PRC-100				
							AAA-7-PRC-100				
							AAA-7-PRC-100				
							AAA-7-PRC-100				
							AAA-7-PRC-100				
							AAA-7-PRC-100				
3	Shantiv Electronics Ltd	Andhola, Bhadrachalam, Karnataka, India	90	3	Mono Cr-Si Modules	BMS-A-XXX-CH000p-1000Wp	BMS-A-20	72 (Grid Cable)	10.03.2023	09.03.2024	
							BMS-A-20				
							BMS-A-20				
							BMS-A-20				
							BMS-A-20				
							BMS-A-20				
							BMS-A-20				
							BMS-A-20				
							BMS-A-20				
							BMS-A-20				

5.6.2024  
10/03/2024





a	Tata Power Solar Systems Ltd	Electronic City, Bengaluru, Karnataka, India	JAB	i	Module Config Modules	TP2000-100 (100Wp-144Vmp)	TP140-144V	TP140-144V	72 (Full Cells)	10.03.2021	09.03.2023
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
b				ii	Module Config Modules	TP2000-100 (100Wp-144Vmp)	TP140-144V	TP140-144V	72 (Full Cells)	10.03.2021	09.03.2023
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
c				iii	Module Config Modules	TP2000-100 (100Wp-144Vmp)	TP140-144V	TP140-144V	66 (Full Cells)	10.03.2021	09.03.2023
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
d				iv	Module Config Modules	TP2000-100 (100Wp-144Vmp)	TP140-144V	TP140-144V	66 (Full Cells)	10.03.2021	09.03.2023
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
e				v	Module Config Modules	TP2000-100 (100Wp-144Vmp)	TP140-144V	TP140-144V	72 (Full Cells)	10.03.2021	09.03.2023
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			
							TP140-144V	TP140-144V			

550000  
10/03/2021



7	Sundart Energy Systems Ltd.	Pattadakal, Nijamangala, Dargachery, Karnataka, India	120	i	Multi-City Modules	HTT100PXXXXP (100Wp-1700Wp)	HTT100P100P HTT100P150P HTT100P170P HTT100P200P HTT100P250P HTT100P300P HTT100P350P HTT100P400P HTT100P450P HTT100P500P HTT100P550P HTT100P600P HTT100P650P HTT100P700P HTT100P750P HTT100P800P HTT100P850P HTT100P900P HTT100P950P HTT100P1000P	No (Flat Cells)	01.01.2021	01.01.2021
				ii	Multi-City Modules	HTT100PXXXXP (100Wp-1000Wp)	HTT100P100P HTT100P150P HTT100P170P HTT100P200P HTT100P250P HTT100P300P HTT100P350P HTT100P400P HTT100P450P HTT100P500P HTT100P550P HTT100P600P HTT100P650P HTT100P700P HTT100P750P HTT100P800P HTT100P850P HTT100P900P HTT100P950P HTT100P1000P	No (Flat Cells)	01.01.2021	01.01.2021
				iii	Multi-City Modules	HTT120PXXXXP (120Wp-1440Wp)	HTT120P120P HTT120P150P HTT120P170P HTT120P200P HTT120P250P HTT120P300P HTT120P350P HTT120P400P HTT120P450P HTT120P500P HTT120P550P HTT120P600P HTT120P650P HTT120P700P HTT120P750P HTT120P800P HTT120P850P HTT120P900P HTT120P950P HTT120P1000P	12 (Flat Cells)	01.01.2021	01.01.2021
				iv	Multi-City Modules	HTT100PXXXXM (100Wp-1000Wp)	HTT100P100M HTT100P150M HTT100P170M HTT100P200M HTT100P250M HTT100P300M HTT100P350M HTT100P400M HTT100P450M HTT100P500M HTT100P550M HTT100P600M HTT100P650M HTT100P700M HTT100P750M HTT100P800M HTT100P850M HTT100P900M HTT100P950M HTT100P1000M	No (Flat Cells)	01.01.2021	01.01.2021
				v	Multi-City Modules	HTT100PXXXXM (100Wp-1000Wp)	HTT100P100M HTT100P150M HTT100P170M HTT100P200M HTT100P250M HTT100P300M HTT100P350M HTT100P400M HTT100P450M HTT100P500M HTT100P550M HTT100P600M HTT100P650M HTT100P700M HTT100P750M HTT100P800M HTT100P850M HTT100P900M HTT100P950M HTT100P1000M	No (Flat Cells)	01.01.2021	01.01.2021
				vi	Multi-City Modules	HTT120PXXXXM (120Wp-1440Wp)	HTT120P120M HTT120P150M HTT120P170M HTT120P200M HTT120P250M HTT120P300M HTT120P350M HTT120P400M HTT120P450M HTT120P500M HTT120P550M HTT120P600M HTT120P650M HTT120P700M HTT120P750M HTT120P800M HTT120P850M HTT120P900M HTT120P950M HTT120P1000M	12 (Flat Cells)	01.01.2021	01.01.2021
				vii	Multi-City Modules	HTT100PXXXXM (100Wp-1000Wp)	HTT100P100M HTT100P150M HTT100P170M HTT100P200M HTT100P250M HTT100P300M HTT100P350M HTT100P400M HTT100P450M HTT100P500M HTT100P550M HTT100P600M HTT100P650M HTT100P700M HTT100P750M HTT100P800M HTT100P850M HTT100P900M HTT100P950M HTT100P1000M	No (Flat Cells)	01.01.2021	01.01.2021
				viii	Multi-City Modules	HTT120PXXXXM (120Wp-1440Wp)	HTT120P120M HTT120P150M HTT120P170M HTT120P200M HTT120P250M HTT120P300M HTT120P350M HTT120P400M HTT120P450M HTT120P500M HTT120P550M HTT120P600M HTT120P650M HTT120P700M HTT120P750M HTT120P800M HTT120P850M HTT120P900M HTT120P950M HTT120P1000M	12 (Flat Cells)	01.01.2021	01.01.2021
				ix	Multi-City Modules	HTT170PXXXXM (100Wp-1000Wp)	HTT170P100M HTT170P150M HTT170P170M HTT170P200M HTT170P250M HTT170P300M HTT170P350M HTT170P400M HTT170P450M HTT170P500M HTT170P550M HTT170P600M HTT170P650M HTT170P700M HTT170P750M HTT170P800M HTT170P850M HTT170P900M HTT170P950M HTT170P1000M	17 (Flat Cells)	01.01.2021	01.01.2021
				x	Multi-City Modules	HTT170PXXXXM (100Wp-1000Wp)	HTT170P100M HTT170P150M HTT170P170M HTT170P200M HTT170P250M HTT170P300M HTT170P350M HTT170P400M HTT170P450M HTT170P500M HTT170P550M HTT170P600M HTT170P650M HTT170P700M HTT170P750M HTT170P800M HTT170P850M HTT170P900M HTT170P950M HTT170P1000M	17 (Flat Cells)	01.01.2021	01.01.2021
				xi	Multi-City Modules	HTT170PXXXXM (100Wp-1000Wp)	HTT170P100M HTT170P150M HTT170P170M HTT170P200M HTT170P250M HTT170P300M HTT170P350M HTT170P400M HTT170P450M HTT170P500M HTT170P550M HTT170P600M HTT170P650M HTT170P700M HTT170P750M HTT170P800M HTT170P850M HTT170P900M HTT170P950M HTT170P1000M	17 (Flat Cells)	01.01.2021	01.01.2021
				xii	Multi-City Modules	HTT170PXXXXM (100Wp-1000Wp)	HTT170P100M HTT170P150M HTT170P170M HTT170P200M HTT170P250M HTT170P300M HTT170P350M HTT170P400M HTT170P450M HTT170P500M HTT170P550M HTT170P600M HTT170P650M HTT170P700M HTT170P750M HTT170P800M HTT170P850M HTT170P900M HTT170P950M HTT170P1000M	17 (Flat Cells)	01.01.2021	01.01.2021

S. S. Srinivas  
10/08/2024









10	Sachin Ravi Singh Ltd	Central, Varanasi Uttar Pradesh, India	40	1	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				2	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				3	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				4	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				5	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				6	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				7	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				8	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				9	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				10	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
10	Empire Power Ltd	Lucknow, Uttar Pradesh, India	100	1	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				2	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				3	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				4	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				5	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				6	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				7	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				8	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				9	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021
				10	Mobile C-20 Mobile	TEL: 244 1244 (1244 p)	TEL: 244 1244	10.01.2021	09.01.2021

S. Sharma  
10/01/2021

17	Waters Engineers Ltd	Trach, Chumbeng, Vientiane, Laos	1000	1	Model Cost Method	875-140 (1000 p-100000)	W-140	10.03.2021	10.03.2021
18	Waters Engineers Ltd	Serey Vong, Donnai Park, Savannakhet, Vientiane, Laos	1000	1	Model Cost Method	875-140 (1000 p-100000)	W-140	10.03.2021	10.03.2021
							W-141		
							W-142		
							W-143		
							W-144		
							W-145		
							W-146		
							W-147		
							W-148		
							W-149		
19	Waters Engineers Pte. Ltd	Tracheng, Chumbeng, Vientiane, Laos	1000	1	Model Cost Method	875-140 (1000 p-100000)	W-150	10.03.2021	10.03.2021
							W-151		
							W-152		
							W-153		
							W-154		
							W-155		
							W-156		
							W-157		
							W-158		
							W-159		
Total							W-160	10.03.2021	10.03.2021

5.5 Summary  
01/04/20







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S. S. G. S.



No. A-1/2021-FSC-Part(5)

Government of India

Ministry of Power

Shram Shakti Bhawan, New Delhi

Dated: 16<sup>th</sup> November, 2021

ORDER

**Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.**

**Reference: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.**

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017, for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Subsequently, DPIIT vide order No. P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June, 2020 and further vide order dated 16<sup>th</sup> September, 2020 have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sectors vide Order No. 11/05/2018-Coord dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued in supersession of all previous orders to indicate equipment/material/components for which there was sufficient local capacity and competition and also to indicate conditions for including suitably in the tenders to be issued by the procurers. In furtherance of Para 19 of the DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Ministry of Power (MoP) issued a revised comprehensive Order dated 28.07.2020 (Annexure-I amended by order dated 17.09.2020).

3. DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 has further revised its order dated 04.06.2020. Therefore, in supersession of all the aforementioned orders including order No.10/1/2019-St.Th. (Part-II) dated 20.03.2020 issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference (iii) exemption to small purchases and (iv) margin of purchase preference shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same is given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I**, only 'Class-I local supplier' shall be eligible to bid irrespective of purchase value. 'Class-I local supplier' is a supplier or service provider whose goods, services or works offered for procurement meets the Minimum Local Content (MLC) as prescribed in Annexure-I of this order. 'Class-II local supplier' means a

supplier, as defined by DPIIT in its Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

- iii. In the procurement of all goods and services or works other than those listed in Annexure-I, only "Class-I local supplier" and "Class-II local supplier" as defined in the order of this Ministry herewith 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(ii) above, and with estimated value of purchases less than Rs. 200 crores, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry(GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure.
- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per Annexure-I, will be reviewed at regular intervals with a view to increase number of items in this list and also to increase the MLC for each item, wherever it is less than 100%.

5. Purchase preference shall be given to local suppliers in accordance with para 3A of DPIIT Order dated 16.09.2020, and extracts of the same are given at Appendix.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Member (Planning), Central Electricity Authority (CEA)	Chairperson
Chief Engineer (PSETD), CEA	Member
Chief Engineer (HETD), CEA	Member
Chief Engineer (TETD), CEA	Member
Chief Engineer (DP&R), CEA	Member
As may be co-opted by CEA	External Expert
Chief Engineer (R&D), CEA	Convener

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MoP. The composition of the Committee is given below:

Chairperson, CEA	Chairperson
Member (Hydro), CEA	Member

Member (Power System), CEA	Member
Member (Thermal), CEA	Convener

8. The complaint fee of Rs. 2 Lakhs or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakhs), whichever is higher, shall be paid in the form of Demand Draft, drawn in favour of **PAO, CEA, New Delhi**. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, the deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

10. This order shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. The aforesaid orders shall also be applicable in respect of projects wherein funding of goods, services or works is by Power Finance Corporation (PFC) /Rural Electrification Corporation (REC) and any Financial Institution in which Government of India/ State Government share exists. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents to fully comply with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/ this Ministry from time to time.

11. All tenders for procurement by Central Government Agencies or the States and Local Bodies, as the case may be, have to be certified for compliance of the Public Procurement (Preference to Make in India) 'PPP-MII' Order by the concerned procurement officer of the Government Organization before uploading the same on the portal.

12. Exemption from meeting the stipulated local content is allowed as per clause 13 and 13A of PPP-MII Order dated 16.09.2020, if the manufacturer declares that the item is manufactured in India under a License from a foreign Manufacturer who holds Intellectual Property Rights (IPRs) and there is Transfer of Technology (ToT) with phasing to increase Minimum Local Content. For such items, if any CPSE under the administration of Ministry of Power requests exemption for any item, it shall be considered by Ministry of Power, on case to case basis.

13. In order to further encourage Make in India initiatives and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-II** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

14. The procurers may specify the higher values of MLC than those specified in this Order in respect of goods, services or works covered in their tenders and award the weightage to the product of higher MLC for which they have to specify the criteria beforehand in their tender. The values given in Annexure-I are the minimum prescribed values for becoming a class-I local supplier for the products indicated therein.

15. This issues with the approval of Hon'ble Minister for Power and New & Renewable Energy.



(S. Majumdar)

Under Secretary to the Government of India  
Tele No. 011- 23356938

**To:**

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for Implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

**Copy to:**

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power

Extracts of important provisions contained in DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020

1. **Definitions** *(Para 2 of DPIIT 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.

**'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'.

2. **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement** *(Para 3 of DPIIT order)*

(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 procurements 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 3(a) above, and with estimated value of purchases less than Rs 200 crores, 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. Purchase Preference (Para 3A of DPIIT order)**

(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 procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 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 procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 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:

- iii. 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.
- iv. 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.
- v. 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.

**4. Applicability in tenders where contract is to be awarded to multiple bidders (Para 3B of DPIIT order)-**

In tenders where contract is to be 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 items to be procured, as notified by the Nodal Ministry, only 'Class-I local supplier' shall be eligible to bid. As such, the multiple supplier 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 supplier' as per provisions of this order.

c) If 'Class-I local supplier' 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 supplier' do not qualify for award of the contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local supplier'/'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 or 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 constraints 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 stipulate in sub-para above.

**5. Exemption of small purchases (Para 4 in DPIIT order):** Procurements 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.

**6. Minimum Local Content (Para 5 in DPIIT order):** 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 item 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.

7. Vide DPIIT OM No. P-45021/102/2019-BE-II Part(1) (E-50310) dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
8. **Margin of Purchase Preference (Para 6 of DPIIT order):** The margin of purchase preference shall be 20%.
9. **Specifications in Tenders and other procurement solicitations (Para 10 of DPIIT order):**
- 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.
  - 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.
  - 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.
  - Reciprocity Clause:**
    - 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.
    - 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 the items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
    - The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchase on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
    - State Governments should be encouraged to incorporate similar provisions in their respective tenders.
    - The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
  - Specifying foreign certification/ 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 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 PSEs/PSUs, for the next 5 years on their respective website,"

## Annexure-I

SL No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
<b>(A) Common Items for Transmission, Distribution and Generation Sector</b>		
1	Power Transformers (up to 765 kV, including Generator transformers)	60
2	Instrument Transformer (up to 765 kV)	60
3	Transformer Oil Dry Out System (TODOS)	60
4	Reactors up to 765 kV	60
5	Oil Impregnated Bushing (up to 400 kV)	60
6	Resin Insulated Paper (RIP) bushings (up to 145 kV)	50
7	Circuit Breakers (up to 765 kV AC - Alternating Current)	60
8	Disconnectors/Isolators (up to 765 kV AC)	60
9	Wave trap (up to 765 kV AC)	60
10	Oil Filled Distribution Transformers up to & including 33 kV [Cold Rolled Grain Oriented (CRGO)/Amorphous, Aluminium/Copper wound]	60
11	Dry Type Distribution Transformer upto and including 33 kV (CRGO/Amorphous, Aluminium/Copper wound )	60
12	Conventional Conductor	60
13	Accessories for Conventional conductors	60
14	High Temperature/High Temperature Low Sag (HTLS) conductors (such as Composite core, GAP, ACSS, INVAR, AL59) and Accessories	60
15	Optical ground wire (OPGW) – all designs	60
16	Fiber Optic Terminal Equipment (FOTE) for OPGW	50
17	OPGW related Hardware and Accessories	60
18	Remote Terminal Unit (RTU)	50
19	Power Cables and accessories up to 33 kV	60
20	Control cables including accessories	60
21	XLPE Cables up to 220 kV	60
22	Substation Structures	60
23	Transmission Line Towers	60
24	Porcelain (Disc/Long Rod) Insulators	60
25	Bus Post Insulators (Porcelain)	60
26	Porcelain Disc Insulators with Room Temperature Vulcanisation (RTV) coating	50
27	Porcelain Longrod Insulators with Room Temperature Vulcanisation (RTV) coating	50
28	Hardware Fittings for Porcelain Insulators	60
29	Composite/Polymeric Long Rod Insulators	60
30	Hardware Fittings for Polymer Insulators	60
31	Bird Flight Diverter (BFD)	60
32	Power Line Carrier Communication (PLCC) System (up to 800 kV)	60
33	Gas Insulated Switchgear (up to 400 kV AC)	60
34	Gas Insulated Switchgear (above 400 kV AC)	50
35	Surge/Lightning Arrester (up to 765 kV AC)	60
36	Power Capacitors	60
37	Packaged Sub-station (6.6 kV to 33 kV)	60
38	Ring Main Unit (RMU) (up to 33 kV)	60
39	Medium Voltage (MV) GIS Panels ( up to 33 kV)	60
40	Automation and Control System/Supervisory Control and data Acquisition (SCADA) System in Power System	50
41	Control and Relay Panel (including Digital/Numerical Relays)	50
42	Electrical Motors 0.37 kW to 1 MW	60
43	Energy Meters excluding smart meters	50
44	Control & power cables and Accessories (up to 1.1 kV)	60
45	Diesel Generating (DG) set	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
46	DC system (DC Battery & Battery Charger)	60
47	AC & DC Distribution Board	60
48	Indoor Air Insulated Switchgear (AIS) upto 33 kV	60
49	Poles (PCC, PSCC, Rolled Steel Joist, Rail Pole, Spun, Steel Tubular)	60
50	Material for Grounding/earthing system	60
51	Illumination system	60
52	Overhead Fault Sensing Indicator (FSI)	50
53	Power Quality Meters	50
54	Auxiliary Relays	50
55	Load Break Switch	50
	<b>(B) Hydro Sector</b>	
56	Hydro Turbine & Associated equipment	
	a) Francis Turbine	60
	b) Kaplan Turbine	60
	c) Pelton Turbine	50
57	Main Inlet Valve & Associated Equipment	60
58	Penstock Protection Valve and Associated Equipment	60
59	Governing system & Accessories	60
60	Generator for Hydro Project & Associated Equipment	60
61	Static Excitation System	60
62	Workshop Equipment	60
63	Cooling Water System	60
64	Compressed Air System	60
65	Drainage/Dewatering System	60
66	Fire Protection System	60
67	Heating, Ventilation & Air Conditioning System (HVAC)	60
68	Oil Handling System	60
69	Mechanical Balance of Plant (BOP) Items	60
	<b>(C) Thermal Sector</b>	
	<b>Boiler Auxiliaries</b>	
70	Air Pre-Heater	60
71	Steam Coil Air Pre Heater (SCAPH)	60
72	Steam soot blowers [wall blowers & Long Retractable Soot Blower (LRSB)]	60
73	Auxiliary Steam Pressure Reducing & Desuperheating (PRDS)	60
74	Fuel oil system	60
75	Seal air Fan	60
76	Ducts and dampers	60
77	Duct expansion joints	60
78	Blowdown tanks	60
79	Coal burners and oil burners	60
80	Coal mills	60
81	Gear Box of Coal Mill	50
82	Coal feeders	60
83	Primary Air Fans	60
84	Forced Draft Fans	60
85	Induced Draft Fans	60
86	Forced Draft (FD)/Induced Draft (ID)/ Primary Air (PA) Fan Servo Motor Assembly	50
87	Tubes (Carbon Steel)	50
88	Steam pipes (Carbon Steel)	50
89	Steam drum	50
90	Separator	50
91	Selective Catalytic Reduction (SCR)	50

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
	<b>Electro-Static Precipitators (ESPs)</b>	
92	Casing	60
93	Electrodes	60
94	Rapping System	60
95	Hopper Heaters	60
96	Transformer Rectifiers	60
97	Insulators	60
	<b>Turbine &amp; Auxiliaries</b>	
98	Turbine (High Pressure/Intermediate Pressure/Low Pressure)	50
99	Condensate Extraction Pumps	60
100	Condenser On line Tube Cleaning System (COLTC)	60
101	Debris filters	60
102	Deaerator	60
103	Drain Cooler and Flash Tank	60
104	ECW Pump	50
105	Plate Heat Exchanger	50
106	Self-cleaning filters	50
107	Condensate Polishing Units (CPUs)	60
108	Chemical Dosing System	60
109	Oil Filter	60
110	Gland Steam Condenser	60
111	Oil Purifying Centrifuge	50
112	Water Cooled Condenser	50
113	Boiler Feed Pumps (BFPs)	50
	<b>Generator and Auxiliaries</b>	
114	Generator (including Seal Oil System, Hydrogen Cooling System, Stator water cooling system)	60
	<b>Electrical Works</b>	
115	Control and metering equipment	60
	<b>Control &amp; Instrumentation System (C&amp;I System)</b>	
116	Thermocouples	50
117	Measuring instruments [Resistance Temperature Detectors (RTDs)], Local gauges	50
118	Actuators (Pneumatic and conventional electric)	50
119	Interplant Communication/ Public Address (PA) system except IP based	50
	<b>Coal Handling Plant</b>	
120	Conveyors	60
121	Wagon Tippler	60
122	Side Arm Charger	60
123	Paddle feeder	60
124	Crushers & Screens	60
125	Dust suppression (dry fog & plain water) system	60
126	Air Compressors	50
127	Magnetic separators & metal detectors	60
128	Coal Sampling System	60
129	Stacker cum reclaimer	60
130	Belt weighing & monitoring system	60
131	Wheel & axle assembly (without bearings) for Bottom Opening Bottom Release (BOBR) Wagons	60
	<b>Ash Handling System</b>	
132	Clinker grinder	60
133	Water jet ejectors	60
134	Scraper chain conveyor	60
135	Dry fly ash vacuum extraction system	60
136	Pressure pneumatic conveying system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
137	Ash water & ash slurry pumps	60
138	Compressors, air dryers & air receivers	50
139	Ash water recovery system	60
	<b>Raw Water Intake &amp; Supply System</b>	
140	Travelling water screens	60
141	Raw water supply pumps	60
142	Valves, RE joints etc.	60
	<b>Water Treatment System and Effluent Treatment System</b>	
143	Clarification plant	60
144	Filtration plant	60
145	Ultra filtration plant	50
146	Reverse Osmosis (RO) plant and its membrane	55
147	De-Mineralised water plant (DM Plant)	60
148	Chlorination plant	60
149	Chemical dosing system	60
150	Effluent Treatment Plant	60
	<b>Circulating Water (CW) &amp; Auxiliary Circulating Water (ACW) System</b>	
151	CW & ACW Pumps	60
152	Butter Fly (BF) valves, Non-return Valves (NRVs) etc.	60
153	Rubber Expansion (RE) joints	60
154	Air release valves	60
	<b>Cooling Towers (NDCT/ IDCT)-Natural-Draft and Induced Draft Cooling Tower</b>	
155	Water Distribution System	60
156	Spray nozzles	60
157	Packing	60
158	Drift eliminators	60
159	Cooling Tower (CT) Fans (for Induced Draft Cooling Towers IDCT)	60
160	Gear boxes, shafts & motors (for IDCT)	60
	<b>Air Conditioning &amp; Ventilation System</b>	
161	Split & window air conditioners	60
162	Chilling/ condensing unit (upto 500 ton of refrigeration(TR))	55
163	Air Handling Unit (AHU) and Fresh air unit	60
164	Cooling Towers	60
165	Air Washing Units (AWUs), axial fans, roof extractors	60
166	Ducts, louvers & dampers	60
	<b>Flue Gas Desulphurization (FGD)</b>	
167	Spray Nozzles	50
168	Spray header	50
169	Oxidation Blowers	50
170	Limestone wet Ball Mill	50
171	Slurry Handling Pumps for FGD system	50
172	Booster Fans for FGD system	50
173	Carbon Steel Ducts and Dampers for FGD	60
174	Storage Tanks and Silos	60
175	Process Water Pump for FGD system	50
<b>(D) Other Common Items</b>		
	<b>Fire protection and detection system</b>	
176	Motor driven fire water pumps	60
177	Diesel engine driven fire water pumps	60
178	Hydrant system for the power plant	60
179	High velocity water spray system	60
180	Medium velocity water spray system	60
181	Foam protection system	60
182	Inert gas flooding system	60



Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
183	Fire tenders	60
184	Portable fire-extinguishers	60
185	Cranes, EOT cranes, gantry crane & chain pulley blocks etc.	60
186	Elevator	60

**(E) Minimum Local Content percentages in Engineering, Procurement & Construction (EPC) / Turnkey project**

In case the contract is awarded through the EPC route, the contractor should comply with the requirement of MLC for individual items as listed in Annexure-I and should purchase these items only from Class-I Local supplier. In addition, MLC for complete EPC project may also be prescribed as below:

	(1) Package Based Works	Minimum Local Content (%)
1	Boiler	60
2	TG System ( Water Cooled Condenser)	60
3	Ash Handling Plant	60
4	Coal Handling Plant	60
5	Electro-static Precipitator (ESP)	60
6	Circulating Water (CW) System	60
7	Cooling Tower	60
8	Water Treatment System	60
9	Air Conditioning System ( below 500TR)	60
10	Flue Gas Desulphurisation (FGD) System	60
11	Station Control & Instrumentation (C&I)	50
12	Hydro Power Projects (Electro-Mechanical Works)	60
	<b>Gas based generation</b>	
	<b>Overall Gas Turbine Package (on finished Product basis)</b>	
13	< 44 MW	60
14	44 – 145 MW	50
	<b>Overall Combined Cycle Gas Turbine (CCGT) Package (on finished Product basis)</b>	
15	< 44 MW	60
16	44 – 145 MW	60
17	> 150 MW	60
	<b>(2) Project as a whole</b>	
1	Works and service contracts in Power Sector	60
2	Transmission Line with Conventional conductors (ACSR, AAAC, AL-59 etc.)	60
3	Transmission Line with High temperature Low Sag (HTLS) conductors	60
4	HVAC Substation Air Insulated (AIS)	60
5	HVAC Substation Gas Insulated (GIS)	60
6	HVDC Substation	60
7	Distribution Sector	60

## **Annexure-II**

**General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.**

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian Rupees (INR) (in respect of local content only).
4. Indian subsidiaries of foreign bidders shall have to meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/ procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than \_\_\_\_\_ years (to be specified by the procurer).
10. The technologies/ products offered shall be environmental friendly, consuming less energy, safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit or as may be specified.
13. Minimum Local Content requirement for goods, services or works shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted.
21. In case local testing is not considered necessary by the procurer, the original test report in the language prescribed by the procurer may be accepted. The translated test report shall not be accepted unless it is notarised.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required by the procurer, foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.



**No. A-1/2021-FSC-Part(5)**

**Government of India**

**Ministry of Power**

Shram Shakti Bhawan, Rafi Marg,

New Delhi, dated 20.02.2023

**OFFICE MEMORANDUM**

**Subject: Grievances on non-compliance of Public Procurement (Preference to Make in India) Orders and non-compliant tenders-regarding.**

The undersigned is directed to refer to the Public Procurement (Preference to Make in India) (PPP-MII) Order dated 16.11.2021 (copy enclosed) issued by Ministry of Power pursuant to the latest Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 issued by Department for Promotion of Industry & Internal Trade's (DPIIT) in respect of PPP-MII Order 2017 issued by DPIIT.

2. Attention is also drawn towards Committee of Secretaries (CoS) meeting held on 13.02.2023 on compliance of Public Procurement (Preference to Make in India) order 2017. In the said meeting CoS has taken a serious note of the following issues:

- a) No response on issues raised and shared by DPIIT, in large number of cases, from procurement entities/Ministries/Department concerned regarding non-compliant tenders.
- b) Delays in taking action and submission of closure reports by procurement entities/Ministries/Department, on the grievances received and shared by DPIIT.
- c) Imposition of restrictive/discriminatory conditions in the tenders, by procurement entities, for example; Restrictive & Discriminatory eligibility criteria-foreign certifications, excessive experience etc; Tenders asking for foreign/ specific brands; PPP-MII provisions not incorporated; Specifications tailor made to suit foreign products; Global tenders invited when products available locally etc.
- d) Imposition of excessive turnover requirements by procurement entities which is not only violative of PPP-MII Order 2017 but also violates General Financial Rules (GFR).
- e) Providing certificate for "Item not available locally" on GeM without due diligence and proper checking, by procurement entities concerned.

3. With respect to the above mentioned observations of the Committee of Secretaries (CoS), all the divisions in the Ministry of Power and all the organizations under the Ministry of Power are hereby directed to ensure the following:

- Strict and full compliance of PPP-MII Order 2017, in letter and spirit.

- Any compliant/ grievances forwarded by DPIIT should be dealt promptly and corrective action to be taken immediately in consultation with CEA and other concerned authorities.
  - Immediate response should be sent to DPIIT on any issue/concern shared by it with respect to any Tender.
  - Proper checking should be ensured before providing certificate for "Item not available locally" on GeM.
4. It is further informed that it will be the responsibility of the Division Heads in the Ministry of Power and Heads of the Organizations/CMDs to ensure non-recurrence of the concerns mentioned in para-2 and compliances mentioned in para-3.
5. This issues with the approval of Secretary (Power).



(Anoop Singh Bisht)

Deputy Secretary to the Govt. of India

Email: anoopsingh.bisht@nic.in

**To:**

1. Chairperson, CEA
2. CMDs of CPSEs (as per list), CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPR/ NPTI
3. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

**Copy to:**

1. Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power
2. Shri Ravindra Pratap Singh, Director, Cabinet Secretariat

#### List of CPSEs

1. REC Ltd.
2. Powergrid Ltd.
3. NTPC Ltd.
4. NHPC Ltd.
5. PFC Ltd.
6. NEEPCO Ltd.
7. THDC India Ltd.
8. SJVN Ltd.
9. Grid Controller of India Ltd.

## Guidelines on Personal Protective Equipment (PPE)

<u>INDEX</u>			
SN	DESCRIPTION	PPE TO BE USED	Page No
1	Work at Height ( height > 2 M)	<ul style="list-style-type: none"> <li>• Safety Shoe (A)</li> <li>• Full Body Safety Harness With shock absorbers ( <b>Two alternatives</b>),</li> <li>• Shock absorbing lanyard double 'Y' type</li> <li>• Restrain Lanyard,</li> <li>• Rope Grab (In case of vertical life line being used)</li> <li>• Helmet (A)</li> </ul>	4-11
2	a) Excavation. b) Fire pump Operation. c) Testing of Pressure Gauge	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Safety Shoe (A)</li> </ul>	12-13
3	Excavation involving dewatering works	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Gumboot</li> <li>• Gloves ( Two alternatives)</li> <li>• Goggles</li> </ul>	14-18
4	Blast Cleaning	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Safety Shoe(A)</li> <li>• Goggles</li> <li>• Ear Muff</li> <li>• <b>Gloves ( Two Alternatives)</b></li> <li>• Apron ( Three Alternatives)</li> <li>• Half face mask</li> </ul>	19-26
5	Painting ( Confined space / external)	<ul style="list-style-type: none"> <li>• Helmet (A)</li> <li>• Safety Shoe</li> <li>• <b>Gloves ( Two alternative)</b></li> <li>• Half face mask</li> <li>• Apron (<b>Two Alternatives</b>)</li> </ul>	27-30

## Guidelines on Personal Protective Equipment (PPE)

<u>INDEX</u>			
SN	DESCRIPTION	PPE TO BE USED	Page No
6	a) Working in Confined space b) Testing of Gas sensor c) Tank Gauging d) De Gassing of LPG Cylinder e) Shuttering works f) Brick masonry g) Handling of Battery	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Safety Shoe (A)</li> <li>• Gloves ( Two Alternatives)</li> </ul>	31-32
7	a) Road work. b) Reinforcement c) Concreting	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Gum Boot</li> <li>• Goggles</li> <li>• Gloves ( Two Alternatives)</li> </ul>	33-34
8	a) Grass Cutting b) Blinding & de-blinding work	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Gum Boot</li> </ul>	35
9	Electrical Work	<ul style="list-style-type: none"> <li>• Safety Shoe (B)</li> <li>• Helmet (B)</li> <li>• Gloves (Electrical)</li> </ul>	36-38
10	Working with possibility of	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Safety Shoe (A)</li> <li>• Goggles</li> <li>• Apron ( Two Alternatives)</li> </ul>	39-41



## Guidelines on Personal Protective Equipment (PPE)

<u>INDEX</u>		
SN	DESCRIPTION	PPE TO BE USED Page No
11	Welding and Cutting works	<ul style="list-style-type: none"> <li>• Welding shield</li> <li>• Safety Shoe (A)</li> <li>• Apron Welding</li> <li>• Gloves (Welding )</li> <li>• Helmet (B)</li> </ul> <b>42-44</b>
12	Tank Cleaning	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Gum Boot</li> <li>• Apron ( Two Alternatives)</li> <li>• Gloves ( Two Alternatives)</li> </ul> <b>45-47</b>
13	Product pump house operation	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Safety Shoe (A)</li> <li>• Goggles</li> <li>• Gloves ( Two Alternatives)</li> </ul> <b>48-19</b>
14	DG Operation	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Safety shoe (B)</li> <li>• Ear muff</li> <li>• Electrical glove</li> </ul> <b>50</b>

1) **Additional PPE to be provided for various activities as per requirement of Job Safety Analysis (JSA), OISD and Statutory stipulations.**





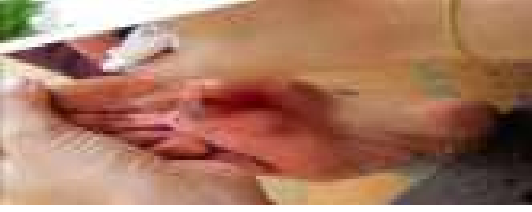
2) Training inputs as required to be given for proper usage, maintenance of PPE.

3) Various EN Standards / BIS codes mentioned are available on line on IOCL CO, HSE website.


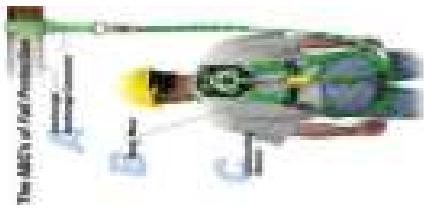


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Issued in May 2017

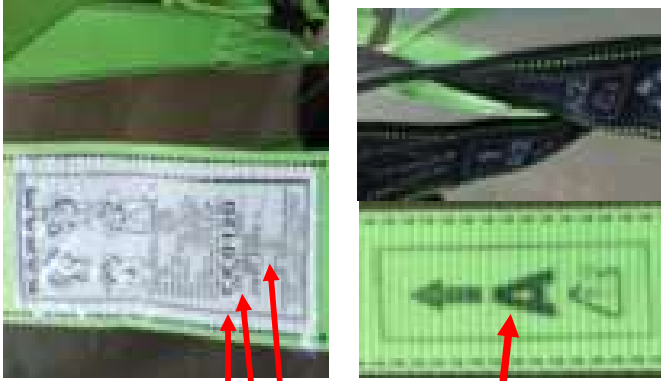
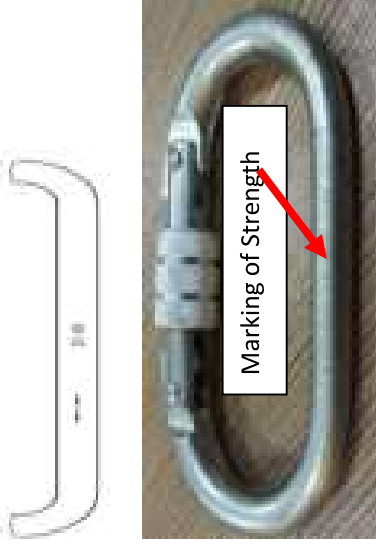
## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
1	<p>Work at Height ( height &gt; 2 M) <b>Contd...</b></p> 	<p><b>I) Safety Shoe (A)</b></p>   	<p>The safety shoe shall have following marking as per IS 15298 ( part -2) :</p> <ul style="list-style-type: none"> <li>a) size;</li> <li>b) manufacturer's identification mark;</li> <li>c) Year of manufacture and at least quarter;</li> <li>d) License No ( CM/L)</li> <li>e) IS-Mark</li> </ul> <p>Category of Safety Shoe</p> <p>Category of Safety shoe (S1,S2,S3 etc) as required as per Table 16 of IS 15298 (part 2) : 2011</p> <p>S1 : Closed seat region, Antistatic properties , Energy absorption of seat region</p> <p>S2 : S1 plus Water penetration and water absorption.</p> <p>S3 : S2 plus Penetration resistance (S3) Cleated outsole</p>	<ul style="list-style-type: none"> <li>Striking against stationary object.</li> <li>Striking by moving object</li> <li>Stepping on hot object</li> <li>Stepping on sharp object</li> <li>Penetration (S3 category)</li> <li>Water penetration and absorption. (S2 &amp; S3 category)</li> </ul>	<ul style="list-style-type: none"> <li>Not suitable for hazards like Chemical burns , electrical flash, welding spark and heat radiation</li> <li>Not suitable if it is necessary to minimise electrostatic charges in the shortest possible time .</li> <li>Not suitable for work in explosive work area.</li> </ul>		<ul style="list-style-type: none"> <li>Exceeding one year from the date of first use of the shoe .</li> <li>sign of crack / damage .</li> <li>Excessive wear</li> <li>As per Manufacturers recommendations.</li> </ul>

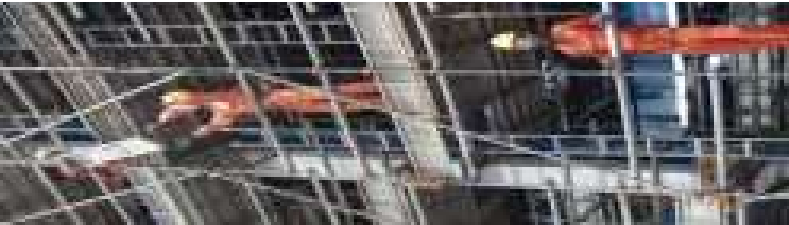



## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of pPE	When to be discard
	<p>Work at Height ( height &gt; 2 M) <b>Contd...</b></p> 	<p><b>II) Full body Safety Harness with energy absorber : ( Alternative -I)</b></p> <ul style="list-style-type: none"> <li>Lanyard along with 5 Point ( 1 Dorsal + 2 Textile loops+ 2 sternal D ring) harness to be used for rescue or tower climbing</li> </ul> 	<p>1. The full body harness shall conform to EN 361</p> <p>Marking on the full body harness shall conform to 2.2 of EN 365:1992 and any text shall be in English. In addition to conforming to 2.2 of EN 365:1992 the marking shall include the following.</p> <ul style="list-style-type: none"> <li>On the full body harness, a pictogram to indicate that users shall read the information supplied by the manufacturer.</li> </ul>  <p>2.</p> <ul style="list-style-type: none"> <li>A capital letter "A" at each fall arrest attachment element;</li> <li>The model/type identification mark of the full body harness;</li> <li>The number of this European Standard, i.e. EN 361.</li> </ul> <p>2. Connector shall conform to EN 362 and Marking on the connector shall conform to EN 365. The marking shall include:</p> <ul style="list-style-type: none"> <li>The model/type identification mark of the connector.</li> <li>EN number &amp; the letter of the class e.g. EN 362:2004/A</li> </ul>	<p>Accidental fall</p> <ul style="list-style-type: none"> <li>Direct the loads to legs.</li> <li>Keeping body upright.</li> <li>Prevent the neck damage</li> <li>slightly opens the breathing way.</li> <li>Prevents from colliding with the ground or structure in case of a fall.</li> <li>Antistatic characteristics</li> </ul>	<ul style="list-style-type: none"> <li>Shall be of no use if anchor point / life line / lanyard is not properly designed.</li> <li>There should be proper arrangement for rescue</li> <li>After accidental fall &amp; before safety harness becoming effective, the person should not strike ground / object. (Prevent risk of bottoming out)</li> </ul> <p><b>SAFETY BELT NOT TO BE USED</b></p>		<ul style="list-style-type: none"> <li>Sign of crack / damage/ stitching giving way</li> <li>Webbing and rope for cuts, tears, excessive wear and damages</li> <li>If in doubt "Throw it Out"</li> <li>As per Manufacturer's recommendations</li> </ul>

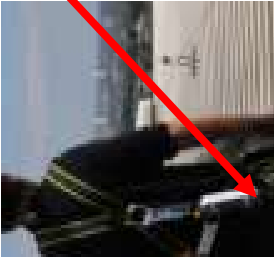
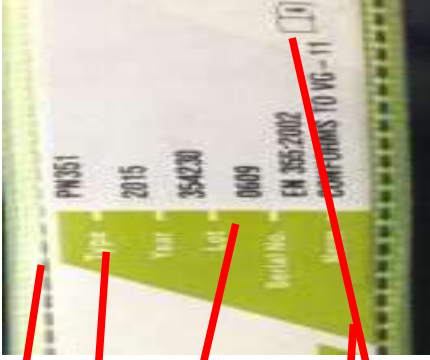
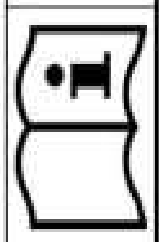

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p>Work at Height ( height &gt; 2 M) <b>Contd...</b></p> <p>CE marking EN Marking Pictogram</p> <p>Capital letter A marking at attachment Element</p>	<p><b>A Typical specimen of marking.</b></p> 	<ul style="list-style-type: none"> <li>Marking of major axis strength with gate closed &amp; locked.</li> </ul>  <p>Please see required PPE of "Energy absorbing lanyard " for attaching to safety Harness. Energy absorbing lanyard double 'Y' Type</p> <p>To be attached to full body harness at one end and life line at other end</p> <ul style="list-style-type: none"> <li>Must if full body harness being used for protection against fall.</li> <li>The total length of a lanyard connected to an energy absorber (including terminations and connectors) shall not exceed 2 m.</li> </ul>				

## Guidelines on Personal Protective Equipment (PPE)


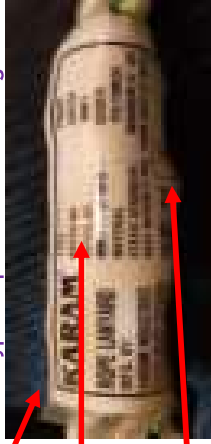


SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p>Work at Height (height &gt; 2 M) - Contd...</p> 	<p>III) Full body Safety Harness with energy absorber (Alternative -II)</p> 	<p>Full body harness conforming to IS 3521 may be allowed in <b>"Green field project"</b> where antistatic safety harness are not required. Following marking to be ensured in case of ISI marked full body Harness.</p> <ul style="list-style-type: none"> <li>The name, trade-mark or other means of identification of the manufacturer or the supplier who is responsible for acting on behalf of the manufacturer for claiming compliance with this standard;</li> <li>Manufacturer's product identification information that shall include the manufacturer's batch or serial number that enables the origin of the item to be traced;</li> <li>The year of manufacture; The identity of the fibre used as the material of construction;</li> <li>Information that states by appropriate means the intended purpose of each attachment element and to identify specifically those attachment elements that are designed to be used as part of a complete fall arrest system; and</li> <li>Warning for not to deviate from the manufacturer's instructions.</li> </ul> <p>A Typical specimen of marking</p> 	<p><b>Accidental fall</b></p> <ul style="list-style-type: none"> <li>Direct the loads to legs.</li> <li>Keeping body upright.</li> <li>Prevent the neck damage slightly opens the breathing way.</li> <li>Prevents from colliding with the ground or structure in case of a fall.</li> </ul> <p>Other details such year of manufactures , batch number etc</p> <p>Material used</p>	<ul style="list-style-type: none"> <li>Shall of no use if anchor point / life line / lanyard is not properly designed.</li> <li>There should be proper arrangement for rescue</li> <li>After accidental fall &amp; before safety harness becoming effective, the person should not strike / ground / object.</li> <li>(Prevent risk of bottoming out)</li> </ul> <p><b>SAFETY BELT NOT TO BE USED</b></p> <p><b>ISI marked full body harness are not antistatic hence not recommended in running plants.</b></p>		<ul style="list-style-type: none"> <li>Sign of crack / damage/ stitching giving way</li> <li>Webbing and rope for cuts, tears, excessive wear and damages</li> <li>If in doubt "Throw it Out"</li> <li>As per Manufactures recommendations</li> </ul>

## Guidelines on Personal Protective Equipment (PPE)






SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p><b>Work at Height ( height &gt; 2 M) - Contd...</b></p> 	<p><b>Energy absorbing lanyard double 'Y' Type</b></p> <p>To be attached to full body harness at one end and life line at other end</p> <ul style="list-style-type: none"> <li>• <b>Must if full body harness being used for protection against fall.</b></li> <li>• The total length of a lanyard connected to an energy absorber (including terminations and connectors) shall not exceed 2 m.</li> </ul> <p><b>A Typical specimen of marking</b></p>  <p>Model / Type and identification mark</p> <p>Year of manufacturing</p> <p>EN number</p> <p>Maximum length</p> <p>Pictogram</p>	<p>Energy absorbing lanyard shall conform to EN 355 and shall have the following marking :</p> <p>a) On the energy absorber, a pictogram to indicate that users shall read the information supplied by the manufacturer (see figure);</p>  <p>b) the maximum length allowed of the energy absorber including lanyard;</p> <p>c) the model/type identification mark of the energy absorber;</p> <p>d) the number of this European Standard, i.e. EN 355.</p> <p><b>The marking shall conform to EN 365 and additionally shall include the following :</b></p> <ol style="list-style-type: none"> <li>Means of identification, e.g. manufacturer's name, supplier's name, or trademark;</li> <li>Manufacturer's production batch or serial number or other means of traceability;</li> <li>Model and type/identification;</li> <li>Number and year of the document to which the equipment conforms;</li> <li>Pictogram or other method to indicate the necessity for users to read the instructions for use.</li> </ol>	Accidental Fall	<ul style="list-style-type: none"> <li>• Shall of no use if anchor point / life line is not properly designed.</li> <li>• There should be proper arrangement for rescue</li> <li>• After accidental fall &amp; before safety harness becoming effective, the person should not strike / ground object. (Prevent risk of bottoming out)</li> </ul>		<ul style="list-style-type: none"> <li>• Sign of cut / damage</li> <li>• After every fall.</li> <li>• As per manufactures recommendation.</li> </ul>



## Guidelines on Personal Protective Equipment (PPE)





SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<b>Work at Height ( height &gt; 2 M) - Contd...</b> 	<p><b>IV) Restraint lanyard</b></p> <ul style="list-style-type: none"> <li>To be secured to properly designed anchorage</li> <li>The restraint lanyards need not have shock absorption element incorporated in them</li> </ul>	<p>Lanyard shall conform to EN 354 (latest edition). Connector incorporated in lanyard shall conform to EN 362.</p> <p>Marking on the lanyard shall conform to EN 365 and, in addition, shall include at least the following:</p> <ol style="list-style-type: none"> <li>the maximum lanyard length, in accordance with 4.1.6;</li> <li>the month and year of manufacture.</li> </ol> <p>As per EN 365 marking shall include :</p> <ul style="list-style-type: none"> <li>Means of identification, e.g. manufacturer's name, supplier's name, or trademark;</li> <li>Manufacturer's production batch or serial number or other means of traceability;</li> <li>Model and type/identification;</li> <li>Number and year of the documents to which the equipment conforms;</li> <li>Pictogram or other method to indicate the necessity for users to read the instructions for use.</li> </ul> <p><b>A Typical specimen of marking</b></p> 	<p>Accidental fall - Lets a worker travel just far enough to reach the edge but not far enough to fall over</p>	<ul style="list-style-type: none"> <li>Shall be of no use if life line &amp; anchor points are not properly designed.</li> <li>To ensure that fall restraint lanyards are never used for the purpose of fall arrest</li> </ul>		<p>Check metal fittings for sharp edges, excessive wear, correct operation and distortion.</p> <ul style="list-style-type: none"> <li>If in doubt "Throw it Out"</li> </ul>  <ul style="list-style-type: none"> <li>As per Manufactures recommendations</li> </ul>

## Guidelines on Personal Protective Equipment (PPE)


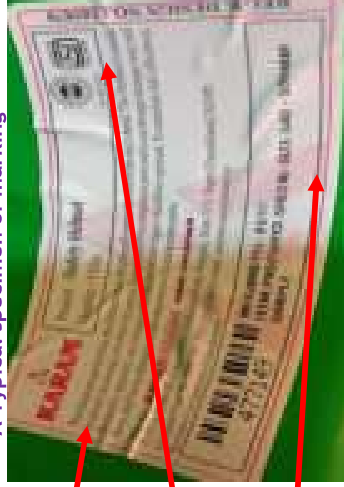

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p><b>Work at Height (height &gt; 2 M) - Contd...</b></p> 	<p><b>V) Rope Grab (in case of vertical lifeline being used)</b></p> <p>The rope grab immediately grabs on the line in the event of a fall, thereby arresting the fall</p>   <p>Pictogram</p>	<p>Rope grab shall conform to EN 353-2 : 2002 &amp; Marking on the guided type fall arrester and the flexible anchor line shall conform to EN 365 . In addition shall include the following:</p> <ul style="list-style-type: none"> <li>Means of identification, e.g. manufacturer's name, supplier's name, or trademark;</li> <li>Manufacturer's production batch or serial number or other means of traceability;</li> <li>Model and type/identification;</li> <li>Number and year of the document to which the equipment conforms;</li> <li>Pictogram or other method to indicate the necessity for users to read the instructions for use.</li> </ul> <p><b>A Typical specimen of marking</b></p> 	<ul style="list-style-type: none"> <li>Accidental fall</li> <li>The anchorage line in connection with the given rope grab provides necessary shock absorption.</li> </ul>	<p>Shall be of no use if life line &amp; anchor points are not properly designed.</p>		<ul style="list-style-type: none"> <li>Check metal fittings for sharp edges, excessive wear, correct operation and distortion.</li> <li>If in doubt "Throw it Out"</li> <li>Coloured tracer strand which loses its colour in due course of time to show that the rope is now unfit for future use</li> <li>As per Manufacturers recommendations</li> </ul>
<p><b>Note : PPE mentioned at III, IV &amp; V above may not be required simultaneously while working at height. These use shall depend upon type of activity</b></p>							




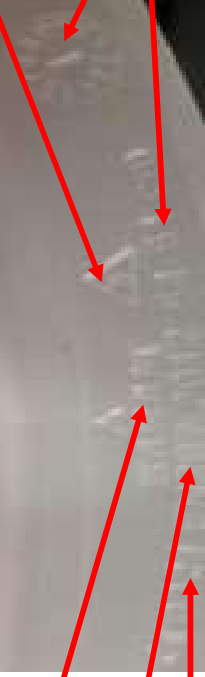

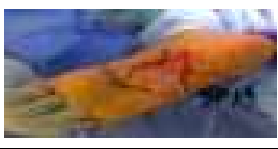
## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
1	<p><b>Work at Height</b> ( height &gt; 2 M)</p> 	<p><b>VI) Helmet (A)</b></p> 	<p>The helmet shall conform to EN 12492 and shall have following markings :</p> <ul style="list-style-type: none"> <li>a) the number of this European Standard;</li> <li>b) the name or trademark of the manufacturer and/or his authorized representative;</li> <li>c) the designation of the model;</li> <li>d) the year and quarter of manufacture;</li> <li>e) the size or size range (in cm).</li> </ul>	<ul style="list-style-type: none"> <li>• Shock absorption</li> <li>• Penetration</li> <li>• Impact</li> </ul> <p>Within limits stipulated in EN 12492</p>	<ul style="list-style-type: none"> <li>• The protection given by a helmet depends on the circumstances of the accident and wearing a helmet cannot always prevent death or long term disability.</li> <li>• There may be a foreseeable risk that helmets could become trapped and thereby cause a risk of strangulation.</li> <li>• Cannot provide protection against hazard like splash of hot liquid, work in hot area, cryogenic or corrosive liquid , flying hot particles like chipping, welding, direct fire hazard, contact with bare live electrical conductor .</li> </ul>	 	<ul style="list-style-type: none"> <li>• Sign of crack / damage .</li> <li>• De-colouration</li> <li>• failing in lab test to be done every 1-2 years depending on condition</li> <li>• cradle to be changed after every one year</li> <li>• On sustaining a severe blow even if damage is not apparent</li> <li>• As per Manufactures recommendations.</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>For cleaning, maintenance or disinfection, use only substances ( No Solvent) that have no adverse effect on the helmet and are not known to be likely to have any adverse effect upon the wearer, when applied in accordance with the manufacturer's instructions and information).</p> </div>




## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
2	a) Excavation. b) Fire pump Operation. c) Testing of Pressure Gauge	<p><b>1) Helmet (B)</b></p> 	<p>The helmet shall conform to either IS 2925 or EN 397</p> <p>a) The helmet conforming to IS 2925 shall have following marking</p> <ul style="list-style-type: none"> <li>Manufacturer's name or trade-mark,</li> <li>Size of helmet.</li> <li>The helmets may also be marked with the ISI Certification Mark.</li> </ul> <p><b>A Typical specimen of marking</b></p> 	<ul style="list-style-type: none"> <li>Shock Absorption Resistance</li> <li>Penetration Resistance</li> <li>Impact</li> </ul> <p>Protection as per EN 397</p> <ul style="list-style-type: none"> <li>Shock absorption</li> <li>Penetration resistance</li> <li>Impact</li> </ul> <p>The above protection shall be within the limitations of various test as stipulated in IS 2925 /EN-397.</p> <p>Marking for Optional test as per EN 397 as per clause no 7.2.2.</p> <p>Each helmet shall carry moulded or impressed marking or shall carry a durable self-adhesive label stating the optional requirements complied with, as follows: Optional requirement Marking/Label</p> <ul style="list-style-type: none"> <li>Very low temperature - 20 °C or - 30 °C as appropriate</li> <li>Very high temperature + 150 °C</li> <li>Electrical insulation 440 V a.c.</li> <li>Lateral deformation LD</li> <li>Molten metal splash MM</li> </ul>	<p>Not suitable for hazards like splash of hot liquid, work in hot area, cryogenic or corrosive liquid, flying hot particles like chipping, welding, direct fire hazard, contact with bare live electrical conductor</p>		<ul style="list-style-type: none"> <li>Sign of crack / damage .</li> <li>De-colouration</li> <li>cradle to be changed after every one year</li> <li>On sustaining a severe blow even if damage is not apparent</li> <li>As per Manufacturers recommendations</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>For cleaning, maintenance or disinfection, use only substances ( No Solvent) that have no adverse effect on the helmet and are not known to be likely to have any adverse effect upon the wearer, when applied in accordance with the manufacturer's instructions and information).</i></p> </div>







## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
2	<p><b>Contd</b></p> <p>a) Excavation.</p> <p>b) Fire pump Operation.</p> <p>c) Testing of Pressure Gauge</p>	 <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;">  <p>Name of manufacture</p> <p>EN Std</p> <p>CE Marking</p> </div> </div> <p style="color: purple; margin-top: 10px;">II) Safety shoe- (A)</p> 	<p>b) In case helmet conforming to EN 397 to be used to facilitate various attachment for providing protection against hazards like splash of hot liquid, flying hot particles like chipping, welding, direct fire hazard the following moulded or impressed marking to be ensured.</p> <p>a) number of this European Standard ie 397  b) name or identification mark of the manufacturer;  c) year and quarter of manufacture;  d) type of helmet (manufacturer's designation). This shall be marked on both the shell and the harness;  e) size or size range (in centimetres). This shall be marked on both the shell and the harness.  f) abbreviation for the material of the shell shall be in accordance with EN ISO 472. (For example, ABS, PC, HDPE, etc.)</p> <p style="color: purple; text-align: center;">A Typical specimen of marking</p>	<div style="display: flex; justify-content: space-between;"> <div>Type of Helmet</div> <div>Year of Manufacture</div> <div>Size</div> </div>			
			<p>. Please refer (I) on page 4</p>				<p>Please refer (I) on page 4</p>

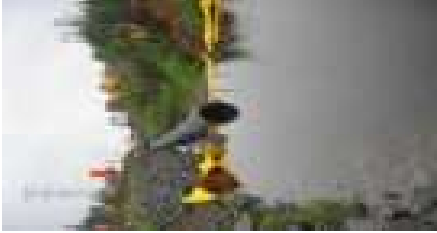

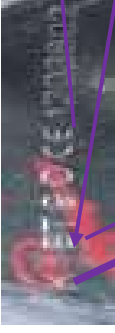

Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <b>Contd..</b> 	I) Helmet as per IS and EN (B) 	<ul style="list-style-type: none"><li>• Please refer (I) on page 12 &amp;13</li></ul>				Please refer (I) on page 12 &13.





## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <b>Contd</b> 	  <p>II) Gum Boot -Safety</p> <p>A Typical specimen of marking</p>  	<p>The gum shall conform to IS 12254 and have following marking :</p> <ul style="list-style-type: none"> <li>Name of the manufacturer or its recognised trade-mark, if any;</li> <li>Size No.;</li> <li>Batch No., and</li> <li>Month and year of manufacture.</li> </ul>	<ul style="list-style-type: none"> <li>Striking against stationary object.</li> <li>Striking by moving object</li> <li>Stepping on sharp object</li> <li>Water, alcohols, acids and alkalis</li> </ul>	<ul style="list-style-type: none"> <li>Not suitable for hazards like Chemical burns , electrical flash, welding spark and heat radiation</li> <li>Not suitable if it is necessary to minimise electrostatic charges in the shortest possible time .</li> <li>Not suitable for work in explosive work area.</li> </ul>		<ul style="list-style-type: none"> <li>exceeding one year from the date of first use of the shoe .</li> <li>sign of crack / damage / cut</li> <li>Excessive wear</li> <li>As per Manufactures recommendations</li> </ul>




## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Typical Industrial Operation	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Excavation Involving dewatering works : <b>Contd..</b> 	<p>III) Goggle :</p>  <p>A Typical specimen of marking</p>  <p>Scratch Resistance Manufacture Name</p>	<p>The goggles shall conform to EN 166 and EN 170 &amp; shall have following markings :</p> <ul style="list-style-type: none"> <li>Marking on the lens as Impact resistance (B) Optical Class (1) , anti fogging (N), Anti Scratch resistance (K), no 2-1.2 marked 2C</li> <li>shade as per EN 170, Manufacture's Name CE and any other point as per discretion of IOCL in line with EN 166 and 170</li> </ul>	<ul style="list-style-type: none"> <li>surround the eye area, give more protection in situations where one encounters splashing liquids, fumes, vapors, powders, dusts, and mists</li> </ul>	<p>Limitation :</p> <ul style="list-style-type: none"> <li>Uncomfortable to wear with other head gear like helmet, ear muffs or respirator</li> </ul>		<ul style="list-style-type: none"> <li>exceeding one year from the date of first use of the goggles .</li> <li>sign of crack / damage .</li> <li>Excessive wear</li> <li>As per Manufactures recommendations</li> </ul>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <b>Contd..</b> 	<b>IV) Gloves</b> <b>Alternative - I :</b> Gloves as per EN stand 374 and 388.  <b>A Typical specimen of marking</b>  <p> Name of Manufacture  CE Marking  Size  EN Number and pictograms  EN Pictogram </p>	Gloves shall conform to EN 374 and 388 & gloves shall have the following markings as per as per EN 420 a) Name, trade mark or other means of identification of manufacturer or his authorized representative; b) Glove designation (commercial name or code allowing the user to identify clearly the product within the manufacturer's/authorized representative's range); c) Size designation; d) Date of obsolescence a if applicable per clause 7.2.3 e) Pictogram (s) appropriate to the standards accompanied by the reference of the applicable standards and performance levels which shall always be in the same fixed sequence as defined in the corresponding standard Cat -III Certificate to be ensured.	<ul style="list-style-type: none"> <li>Tear</li> <li>cut</li> <li>Abrasion</li> <li>Puncture</li> </ul>	Not suitable for hazards like electrical flash, welding spark and heat radiation		<ul style="list-style-type: none"> <li>sign of crack / damage / cut</li> <li>Excessive wear</li> <li>IMPORTANT All gloves must be thrown away (in the hazardous waste bin if required) no more than 8 hours after initial contact with the chemical.</li> <li>Achieving date of obsolescence</li> <li>As per Manufactures recommendations</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <b>WARNING</b> If you work with moving machine parts, choosing a glove that is the right size and made from a less durable material is vital, since the glove easily tears apart if you get caught in the machinery. </div>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <b>Contd..</b> 	<b>Alternative - II</b> Gloves as per IS 6994. 	<b>Alternative -II</b> Alternatively Gloves shall conform to IS : 6994 (Part I) - 1973 & shall have the following marking . a) The manufacturer's name or recognized trade-mark; b) The type and nominal size of the gloves; c) Year of manufacture; and d) Where applicable, the words 'light mass', 'medium mass', or 'heavy mass ' The gloves may also be marked with the Standard Mark. <b>Light Abrasion ix of table 2</b> Recommended type of Gloves. is 1, 2, 8, 14. 15. 16	<ul style="list-style-type: none"> <li>• Light handling operation</li> <li>• Tear</li> <li>• Puncture</li> <li>• Cut</li> </ul>	Not suitable for hazards like electrical flash, welding spark and heat radiation		<ul style="list-style-type: none"> <li>• sign of crack / damage / cut</li> <li>• Excessive wear</li> <li>• <b>As per Manufacturers recommendations</b></li> </ul> <p><b>IMPORTANT</b> All gloves must be thrown away (in the hazardous waste bin if required) no more than 8 hours after initial contact with the chemical.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>WARNING</b> If you work with moving machine parts, choosing a glove that is the right size and made from a less durable material is vital, since the glove easily tears apart if you get caught in the machinery.</p> </div>




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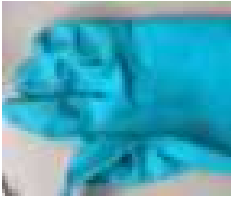

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Typical Industrial Operation	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
4	Blast cleaning (confined space / external) 	I) Helmet (A) 	Please refer (VI) on page 11			Please refer (I) on page 4		Please refer (VI) on page 11
		II) Safety Shoe 						Please refer (I) on page 4
		III) Goggle 	Please refer (III) on page 16					Please refer (III) on page 16





## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard																						
4	<div><div>Blast cleaning (confined space / external) - Contd</div><table><tr><td colspan="2">Permissible Noise exposure as per OSHA 29 CFR 1910.95</td></tr><tr><td>DB</td><td>Hours</td></tr><tr><td>90</td><td>8</td></tr><tr><td>92</td><td>6</td></tr><tr><td>95</td><td>4</td></tr><tr><td>97</td><td>3</td></tr><tr><td>100</td><td>2</td></tr><tr><td>102</td><td>1.5</td></tr><tr><td>105</td><td>1</td></tr><tr><td>110</td><td>0.30</td></tr><tr><td>115</td><td>0.15 or less</td></tr></table></div>	Permissible Noise exposure as per OSHA 29 CFR 1910.95		DB	Hours	90	8	92	6	95	4	97	3	100	2	102	1.5	105	1	110	0.30	115	0.15 or less	<div><div>IV) Ear Muff of suitable size</div><div>"Medium size range "fit satisfactorily in majority of Industrial Application"</div><div></div><div>A Typical specimen of marking</div><div></div></div>	<div>Ear muff shall conform to EN 352 shall have following marking :</div> <div>a) the name, trade mark or other identification of the manufacturer or his authorised representative;</div> <div>b) the model designation;</div> <div>c) the number of this EN Standard, i.e "EN 352"</div> <div>d) in the case of ear-muffs intended by the manufacturer to be worn in a particular orientation, an indication of the FRONT and/or TOP of the cups, and/or an indication of LEFT and RIGHT cup.</div> <div>Check the NRR (Noise Reduction Rating,) to ensure noise exposure within permissible limits</div>	<div>Extreme noise</div> <div>Noise induced hearing losses</div> <div>Note :</div> <div>In addition to hearing loss, excessive noise exposure may contribute to mental and physical stress, and certain illnesses, and accidents</div>	<div>Over 8 hours may be uncomfortable in hot environments</div> <div>Eyeglass wearers may not get a good seal (vibrate) at lower sound frequencies</div>	<div></div>	<div>Ear muff with cracked, cut, or missing gaskets</div> <div>Excessive wear &amp; tear</div> <div>Damage if any.</div> <div>As per Manufacturers recommendations</div>
Permissible Noise exposure as per OSHA 29 CFR 1910.95																													
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## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
4	<p>Blast cleaning - (confined space / external) <b>Contd</b></p> 	<p><b>V) Gloves</b> <b>Alternative -I</b> Hand gloves - involving high pressure as per EN 388 and 374.</p> 	<p>• Please refer (IV) on page 17</p>				<p>Please refer (IV) on page 17.</p>
	<p>Blast cleaning - (confined space / external) <b>Contd</b></p> 	<p><b>Alternative -II</b> - Gloves as per IS 6994</p> 	<p>• Please refer (IV) on page 18</p> <p>Gross Abrasion sr no. VIII of table 2</p> <p>Recommended type of Gloves. is 2,8</p>				<p>Please refer (IV) on page 18.</p>



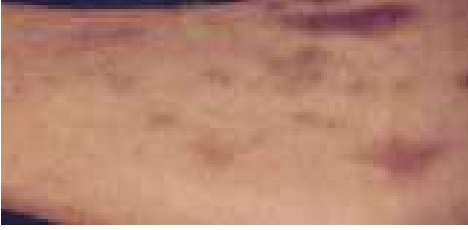
## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
4	<p><b>Blast cleaning -</b> (confined space / external) - <b>Contd</b></p> 	<p><b>VI) Apron</b> <b>Alternative -I : Apron</b> <b>as per EN 13982 -1</b></p> 	<p><b>The apron shall conform to EN 13892-1 and shall have following markings :</b></p> <ol style="list-style-type: none"> <li>The marking shall be clearly visible and as durable as adequate for the life of the clothing.</li> </ol> <ol style="list-style-type: none"> <li>name, trademark or other means of identification of the manufacturer;</li> <li>manufacturer's type number, identification number or model number;</li> <li>type of this chemical protective clothing, i.e. type 5;</li> <li>reference number and date of publication of this part of ISO 13982 (i.e. ISO 13982-1:2004);</li> <li>year of manufacture and, if appropriate, the expected shelf-life of the clothing (this information may be marked on every commercial packaging unit instead of being marked on every item of clothing);</li> <li>size designation as defined in EN 340:2003, Clause 6;</li> <li>pictogram showing that the suit is for protection against chemicals [ISO 7000-2414; see Figure 1 a)] and</li> <li>pictogram to show that the manufacturer's instructions should be read [ISO 7000-1641; see Figure 1 b)];</li> </ol> 	<p>Protection to the full body against airborne solid particulates.</p>	<ul style="list-style-type: none"> <li>Not suitable for flame and Hot material</li> </ul>	<p>Damage / infection to skin etc</p> 	<ul style="list-style-type: none"> <li>exceeding six month from the date of first use of the apron .</li> <li>sign of crack / damage .</li> <li>Excessive wear</li> <li>As per Manufactureres recommendations</li> </ul> <div> <ul style="list-style-type: none"> <li>Do not use compressed air to clean as this will create dust in the air.</li> </ul> </div> <div> <ul style="list-style-type: none"> <li>Clean and decontaminate tarps and other equipment on the worksite.</li> </ul> </div>



Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitati on of PPE	Hazard of Not wearing of PPE	When to be discard
4	<p>Blast cleaning - (confined space / external) : <b>Contd</b></p> <p>Name of Manufacture</p> <p>Size</p> <p>CE marking</p> <p>Other information</p> <p>Pictograms as per EN</p>	<p>A Typical specimen of marking</p>  <p>Year of manufacture</p>	<p>2.</p>  <p>Type 5 – Protection against airborne solid particulate chemicals (Norm: EN ISO 13982-1)</p> <p>3. Apron / instructions shall have following pictogram indicating the intended purpose . ( Table E-2 of EN 340)</p>  <p>Protective clothing (equipment) for abrasive blasting operation ISO 7000-2482</p>				




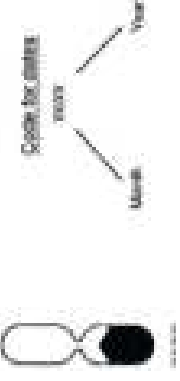
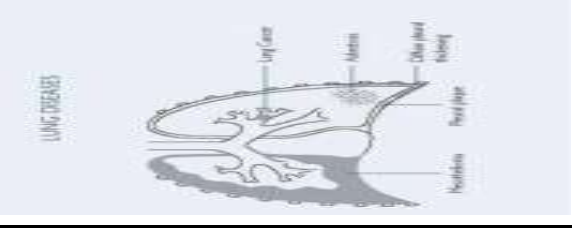
## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of wearing of PPE	When to be discard
	<p><b>Blast cleaning - (confined space / external) Contd</b></p> 	<p><b>Alternative -II : Apron as per IS 4501</b></p> 	<p><b>Alternative -II :</b> Alternatively suit shall conform to IS : 4501 : 1981 shall have the following marking .</p> <p>The marking shall be clearly visible and as durable as adequate for the life of the clothing.</p> <ul style="list-style-type: none"> <li>marked inside with manufacturer's name or recognized trade mark, if any. The ink shall be non-irritating to skin and shall not impair the quality of aprons.</li> <li>The aprons may also be marked with the ISI Certification Mark.</li> <li>The finished material shall be white or of a suitable colour on two sides as agreed to between the purchaser and the supplier.</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>As of May 2017 there is no party having BIS license. Use of this product is permitted assuming that in future some party may get BIS license.</b></p> </div>	<p>Protection to the full body against airborne solid particulates.</p>	<ul style="list-style-type: none"> <li>Not suitable for flame and Hot material</li> </ul>	<p>Damage / infection to skin etc</p> 	<ul style="list-style-type: none"> <li>exceeding six month from the date of first use of the apron .</li> <li>sign of crack / damage .</li> <li>Excessive wear</li> <li>As per Manufactureres recommendations</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <ul style="list-style-type: none"> <li>Do not use compressed air to clean as this will create dust in the air.</li> </ul> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <ul style="list-style-type: none"> <li>Clean and decontaminate tarps and other equipment on the worksite.</li> </ul> </div>

Guidelines on Personal Protective Equipment (PPE)


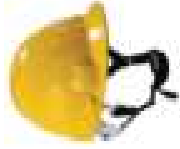




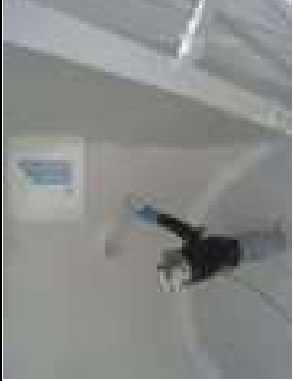


SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Blast cleaning - (confined space / external) Contd	<div>Alternative -III : Boiler suit / coverall</div> <div></div>	Alternative -III : Cloth and stitching should be of good quality on visual inspection	Protection the full body against airborne solid particulates.	<ul style="list-style-type: none"><li>Not suitable for flame and Hot material</li></ul>	<div>Damage / infection to skin etc</div> <div></div>	<ul style="list-style-type: none"><li>exceeding six month from the date of first use of the apron .</li><li>sign of crack / damage .</li><li>Excessive wear</li><li>As per Manufactures recommendations</li></ul> <div><ul style="list-style-type: none"><li>Do not use compressed air to clean as this will create dust in the air.</li></ul></div> <div><ul style="list-style-type: none"><li>Avoid blasting in windy conditions to prevent the spread of any hazardous materials.</li></ul></div>

## Guidelines on Personal Protective Equipment (PPE)



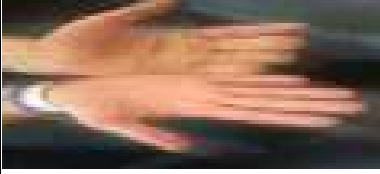


SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p><b>Blast cleaning - confined space - Contd</b></p>  <p>Name of Manufactures</p> <p>EN Number</p> <p>CE Marking</p>	<p><b>VII) Half face mask</b> A Typical specimen of marking</p>  	<p>1. The half air mask shall conform to EN 140 and shall have following :</p> <p>a) The manufacturer shall be identified by name, trade mark or other means of identification.</p> <p>b) All units of the same model shall be provided with a type-identifying marking.</p> <p>c) Size (if more than one size is available).</p> <p>d) The number and the year of this European Standard. ie EN 140</p> <p>e) Where the reliable performance of components may be affected by ageing, means of identifying the date (at least the year) of manufacture shall be given</p> <p>Parts which are designed to be replaced by the authorized user and sub-assemblies with considerable bearing on safety shall be readily identifiable.</p> <p>For parts which cannot reasonably be marked e.g. straps of head harness, the relevant information shall be included in the information supplied by the manufacturer.</p> <p>The end of shelf life may be indicated on packing eg e.g. by the following pictogram.</p> 	<p>Respiratory protection.</p> <p>Protection against inhaling dust, etc.</p>	<p>Not suitable for heavy gas concentration</p>	<p>Silicosis Occupational lung diseases.</p> <p>Deposition of particulate matter in Lung.</p> 	<ul style="list-style-type: none"> <li>• Sign of crack / damage</li> <li>• Excessive wear</li> <li>• Damage of strap</li> <li>• After end of shelf life</li> <li>• Change of filter / cartridges at least every six month</li> <li>• Performance of the components may be affected by aging</li> <li>• <b>As per Manufactures recommendations</b></li> </ul> <div style="border: 1px solid black; padding: 5px;"> <p>Cleaning Always clean the half-mask after use. First remove the filter and remove dust with compressed air. Use a cloth to remove any stubborn deposits. If necessary, dismantle the parts and rinse in warm water with a small quantity of mild detergent. Never use solvents. The inhale and exhale valves should be removed and cleaned thoroughly .</p> </div>








## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
5	Painting - confined space / external 	I) Helmet (A) 	. Please refer (VI) on page 11				Please refer (VI) on page 11
		II) Safety Shoe 	. Please refer (I) on page 4				Please refer (I) on page 4
		III) Goggles 	. Please refer (III) on page 16				Please refer (III) on page 16

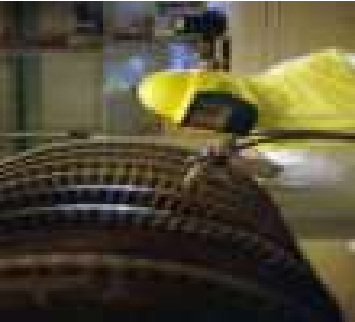


## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
5	Painting -(confined space / external ) : <b>Contd</b> 	<b>VI) Gloves</b> <b>Alternative -I</b> Hand gloves - involving high pressure as per EN 388 and 374 	• Please refer (IV) on page 17				Please refer (IV) on page 17
		<b>Alternative -II</b> - Gloves as per IS 6994 	• Please refer (IV) on page 18  Spraying paints or cellulose lacquers sr no. XIV of table 2 :  Recommended type of Gloves. is 1,8				Please refer (IV) on page 18


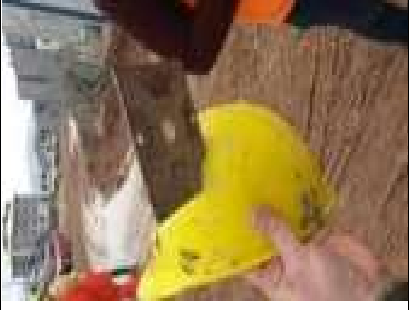


Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Painting -(confined space / external ) : <b>Contd</b> 	<b>V) Apron :Alternative -I</b> <b>Apron as per EN 13982</b> 	. Please refer (VI) on page 22 and 23				Please refer (VI) on page 22 and 23
		<b>Alternative -II</b> Apron as per IS 4501 					Please refer (VI) on page 24





Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Painting - (confined space / external 	VI ) Half face mask 	. Please refer (VII) on page 26				Please refer (VII) on page 26 







## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
6	a) Working in Confined space b) Testing of Gas sensor c) Tank Gauging d) De Gassing of LPG Cylinder e) Shuttering works	I) Safety Helmet (B) 	• Please refer (I) on page 12 &13		Please refer (I) on page 12		Please refer (I) on page 12 &13
	f) Brick masonry g) Handling of Battery	II) Safety Shoe (A) 					Please refer (I) on page 4

## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
6	<p><b>Contd..</b></p> <p>a) Working in Confined space</p> <p>b) Testing of Gas sensor</p> <p>c) Tank Gauging</p> <p>d) De Gassing of LPG Cylinder</p> <p>e) Shuttering works</p> <p>f) Brick masonry</p> <p>g) Handling of Battery</p>	<p>III) Gloves</p> <p>Alternative -I : Hand gloves - involving high pressure as per EN 388 and 374</p> 	<p>Please refer (IV) on page 17</p>	<p>Please refer (IV) on page 17</p>	<p>Please refer (IV) on page 17</p>		<p>Please refer (IV) on page 17</p>
		<p>Alternative -II Gloves as per IS 6994</p> 	<p>Please refer (IV) on page 18</p> <p>Light Abrasion ix of table 2</p> <p>Recommended type of Gloves. is 1, 2, 8, 14. 15. 16</p>	<p>Please refer (IV) on page 18</p>	<p>Please refer (IV) on page 18</p>		<p>Please refer (IV) on page 18</p>





## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
7	a) Road work b) Reinforcement c) Concreting	I) Helmet (B) 	• Please refer (I) on page 12 &13				Please refer (I) on page 12 &13
		II) Gum Boot 					
		III) Goggles 					
			• Please refer (II) on page 15				Please refer (II) on page 15
			• Please refer (III) on page 16				Please refer (III) on page 16













Guidelines on Personal Protective Equipment (PPE)

N	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
8	a) Grass Cutting  b) Blinding and de- blinding flange work	I) Gum Boot 	• Please refer (II) on page 15				Please refer (I) on page 15
		II) Helment (B) 					Please refer (I) on page 12 & 13




## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
9	Electrical works Electrical sub-station current carrying equipment 	<p><b>II) Safety Shoe (B)</b></p>   <p>A Typical specimen of marking</p>	<p>The safety shoe shall have following marking as per IS 15298 ( part -2) :</p> <ul style="list-style-type: none"> <li>a) size;</li> <li>b) manufacturer's identification mark;</li> <li>c) Year of manufacture and at least quarter;</li> <li>d) License No ( CM/L)</li> <li>e) IS Mark</li> </ul> <p>Category of Safety shoe (,S3 etc) as required as per Table 16 of IS 15298 (part 2) : 2011</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The sole shall be regulated to high voltage test upto 15 KV voltage applied across the sole for 1 min. Necessary test certificate for this test from FDI/NABL accredited party to be furnished .</i></p> </div>	<ul style="list-style-type: none"> <li>Striking against stationary object.</li> <li>Striking by moving object</li> <li>Electrical resistance</li> </ul>	<ul style="list-style-type: none"> <li>Not suitable for work in explosive work area.</li> <li>Or</li> <li>Work activities requiring anti-static work</li> </ul>		<ul style="list-style-type: none"> <li>Exceeding one year from the date of first use of the shoe .</li> <li>Sign of crack / damage</li> <li>Excessive wear</li> <li>As per Manufacturer's recommendations</li> </ul>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
9	<p>Electrical works : Electrical sub-station current carrying equipment Contd</p> 	<p>II) Electrical Hand gloves Insulating Rubber Electrical Gloves</p> 	<p>The gloves shall be marked indelibly at the back with the following information as per IS 4770</p> <ul style="list-style-type: none"> <li>Size and type of glove;</li> <li>Maximum working potential in <b>Volts</b>,</li> <li>followed by the word 'working' in brackets;</li> <li>Identification of the source of manufacture; and</li> <li>Month and year of manufacture</li> </ul> <p>moisture absorption certificate to be checked.</p> <p>A Typical specimen of marking</p>  <p>Type -1 Gloves not to used</p>	<p><u>Type 2</u>—For use at voltage not exceeding 1 100 ac rms</p> <p><u>Type 3</u>—For use at voltage not exceeding 7 500 ac rms</p> <p><u>Type 4</u>—For use at voltage not exceeding 17 000 ac rms.</p>	<p>1) Type of the PPE restricts the maximum voltage at which it can be used</p> <p>2) Other precautions to be taken while working on electrical installation</p>		<ul style="list-style-type: none"> <li>Frequently used Gloves to be re-tested at intervals of not more than 6 months.</li> <li>Gloves issued for occasional use shall be re-tested after use or in any case at intervals of not more than 12 months.</li> <li>Gloves Showing any defects</li> <li>As per Manufactures recommendations</li> </ul>

Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
9	<div>Electrical works : Electrical sub- station current carrying equipment Contd</div> 	<div>Helmet as per EN 397</div> 	<div>• Please refer (I) on page 12 &amp; 13</div>				<div>Please refer (I) on page 12 and 13</div>




## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
10	Working with possibility of splashes of hot, cryogenic or corrosive liquids 	I) Helmet (B) as per EN 397 	• Please refer (I) on page 12 and 13				Please refer (I) on page 12 and 13
		II) Safety Shoe 	• Please refer (I) on page 4				Please refer (I) on page 4
		III) Goggles 	• Please refer (III) on page 16				Please refer (III) on page 16

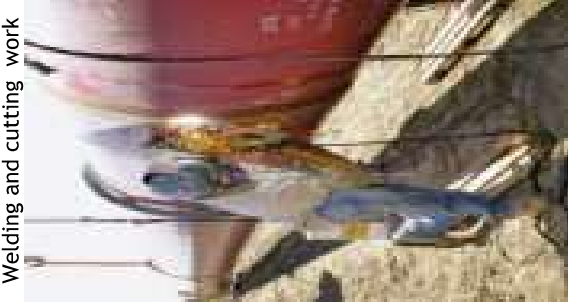




Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
10	<p>Working with possibility of splashes of hot, cryogenic or corrosive liquids. <b>Contd</b></p> 	<p><b>IV) Gloves</b></p> <p><b>Alternative - I : Hand gloves - involving high pressure as per EN 388 and 374</b></p> 			<ul style="list-style-type: none"><li>• Please refer (IV) on page 17</li></ul>		Please refer (IV) on page 17
		<p><b>Alternative - II</b></p> <p>Gloves as per IS 6994.</p> 					
					<ul style="list-style-type: none"><li>• Please refer (IV) on page 18</li></ul> <p>Light Abrasion ix of table 2</p> <p>Recommended type of Gloves. is 1, 2, 8, 14. 15. 16</p>		Please refer (IV) on page 18

Guidelines on Personal Protective Equipment (PPE)



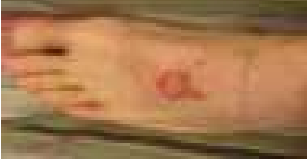


SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p>Working with possibility of splashes of hot, cryogenic or corrosive liquids Contd</p>	<p>V) Apron</p> <p>Alternative -I Apron as per EN 13982</p> 	Please refer (VI) on page 22 &23				Please refer (VI) on page 22 &23
		<p>Alternative -II Apron as per IS 4501</p> 					Please refer (VI) on page 24

## Guidelines on Personal Protective Equipment (PPE)



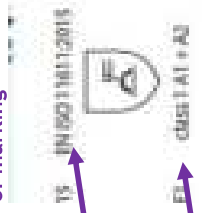


SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
11		<p>I) <b>Helmet attachable welding shield (A)</b></p>  <p>II) Welding Helmet with welding Shield (B)</p>  <p>Name of Manufacture CE Mark and EN Mark</p> <div style="border: 1px solid black; padding: 2px; color: red; font-weight: bold;">Name of Manufacture EN166 FT</div>	<p>a) Helmet mountable welding shield.</p> <ul style="list-style-type: none"> <li>• Conforms to EN 175</li> <li>• Protective lens made of clear high impact resistant. polycarbonate conforming to EN 166 and ANSI Z 87.1</li> <li>• polypropylene Impact Resistance Shell conform to EN 175 F</li> <li>• The welding shield shall be CE marked</li> <li>• Marking on protective shall be fully visible</li> <li>• Ocular marking shall be as per clause 9.2 of EN 166</li> </ul> <p>b) Welding Helmet with welding Shield</p> <ul style="list-style-type: none"> <li>• Protective lens made of clear high impact resistant. polycarbonate conforming to EN 166 and ANSI Z 87.1</li> <li>• polypropylene Impact Resistance Shell conform to EN 175 F</li> <li>• Marking on protective shall be fully visible</li> <li>• Ocular marking shall be as per clause 9.2 of EN 166</li> </ul> 	<p>Protection during welding.</p> <p>Liftable welding lens allows clear view while restricting harmful dust particles.</p>	<p>To be used only in conjunction with safety helmet &amp; should not be used independently.</p> <p>However welding helmets can be used independently.</p>		<ul style="list-style-type: none"> <li>• Exceeding one year from the date of first use of the goggles .</li> <li>• sign of crack / damage on lenses</li> <li>• Excessive wear</li> <li>• As per Manufactures recommendations</li> </ul>




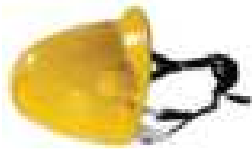



## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
11	Welding and cutting work : <b>Contd</b> 	II) <b>Safety Shoe</b> 	Please refer (I) on page 4				Please refer (I) on page 4
		Helmet as per EN 397 ( in case <b>Helmet</b> attachable welding shield being used) 	• Please refer (I) on page 12 & 13				Please refer (I) on page 12 and 13



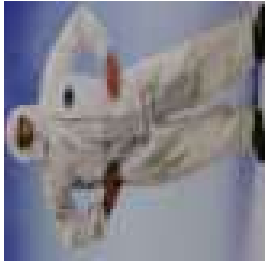
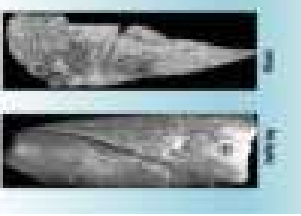
## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
11	<p><b>Welding and cutting work Contd.</b></p> 	<p>III) Apron</p>  <p>A Typical specimen of marking</p>  <p>EN ISO Number</p> <p>Class marking</p>	<ul style="list-style-type: none"> <li>Apron shall conform to EN ISO 11611 &amp; shall have the following markings : <ul style="list-style-type: none"> <li>Class 1: the number and year of this International Standard (ISO 11611) followed by the graphical symbol shown in below and the indication "Class 1" and the indication "A1" or "A1 + A2" as appropriate for Limited Flame Spread;</li> <li>Class 2: the number and year of this International Standard (ISO 11611) followed by the graphical symbol shown in Figure 1 and the indication "Class 2" and the indication "A1" or "A1 + A2" as appropriate; garments conforming to Class 2 shall meet Class 2 for all performance requirements; instructions for cleaning shall be marked (e.g. on a label).</li> </ul> </li> </ul> 	<ul style="list-style-type: none"> <li>minimize skin burns caused by sparks, spatter, or radiation</li> </ul>	<ul style="list-style-type: none"> <li>Additional electrical insulation layers will be required where there is an increased risk of electric shock; garments meeting the requirements of clause of en ISO 11611 ( 6.10) are designed to provide protection against short term, accidental contact with live electric conductors at voltages up to approximately 100 V d.c.</li> <li>any identified hazards against which the clothing is intended to protect (e.g. flames, molten metal spatter, radiant heat, and short term accidental electrical contact); for protective clothing, a warning that additional partial body protection may be required, e.g. for welding overhead;</li> </ul>		<ul style="list-style-type: none"> <li>On contaminated with flammable material.</li> <li>Manufacturers shall include the welder's protective clothing be cleaned regularly in accordance with the manufacturer's recommendations. After cleaning, the clothing shall be visually inspected for any sign of damage.</li> <li>Similarly, users should be advised that if they experience sunburn-like symptoms, UVB is penetrating.</li> <li>In either case, the garment should be repaired (if practicable) or replaced and consideration given to the use of additional, more resistant, protective layers in future.</li> <li>As per Manufacturers recommendations</li> </ul>

Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
12		I) <b>Helmet (B)</b> 	Please refer (I) on page 12 & 13				Please refer (I) on page 12 & 13
		II) <b>Gum Boot</b> 					
			Please refer (II) on page 15				Please refer (II) on page 15


Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
12	<div>Tank cleaning Contd. </div>	<div>III) Apron Alternative -I Apron as per EN 13982 </div> <div>Alternative -II Apron as per IS 4501 </div>	• Please refer (VI) on page 22-23 & 24				Please refer (VI) on page 22-23 & 24





## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
12	Tank cleaning : Contd 	IV) Gloves Alternative - I : Hand gloves - involving high pressure as per EN 388 and 374 	• Please refer (IV) on page 17				Please refer (IV) on page 17
		Alternative - II Gloves as per IS 6994. 	• Please refer (IV) on page 18  Light Abrasion ix of table 2 Recommended type of Gloves. is 1, 2, 8, 14. 15. 16				Please refer (IV) on page 18

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
13	Product pump house operation 	I) Helmet (B) 	• Please refer (I) on page 12 &13				Please refer (I) on page 12 &13
		II) Safety Shoe 	• Please refer (I) on page 4				Please refer (I) on page 4
		III) Goggles 	• Please refer (III) on page 16				Please refer (III) on page 16

Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
13	<div>Product pump house operation Contd</div> 	IV) Gloves : Alternative - I : Hand gloves - involving high pressure as per EN 388 and 374 	• Please refer (IV) on page 17				Please refer (IV) on page 17 & 18
		Alternative - II Gloves as per IS 6994. 					

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
14	DG Operation :	<div>I) Helmet (B)</div> 	<ul style="list-style-type: none"> <li>Please refer (I) on page 12 &amp; 13</li> </ul>				Please refer (I) on page 12 & 13
		<div>II) Safety Shoe (B)</div> 					Please refer (II) on page 36
		<div>III ) Ear Muff</div> 					Please refer (IV) on page 20
		<div>IV) Electrical Gloves</div> 					Please refer (IV) on page 37