



ENQUIRY DOCUMENT - MR

(Document No : B560-310-QM-MR-9190-82-RFQ)



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BIDDING DOCUMENT NO. SM/B560-310-QM-MR-9190/82

**BIDDING DOCUMENT FOR
FASTENERS (AFC)
FOR
RESTORATION OF GAS TERMINAL PHASE-1 PART A AT ONGC
HAZIRA PLANT**

Prepared & Issued by:

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

MASTER INDEX

NAME OF WORK : FASTENERS (AFC)

BIDDING DOCUMENT NO. : SM/B560-310-QM-MR-9190/82

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**REQUEST FOR QUOTATION (RFQ)
(e-Bidding)**

Date: 13.09.2024

SL NO.	SALIENT FEATURES	DETAILS
a)	Client	: EIL (OBE JOB OF ONGC)
b)	Project	: RESTORATION OF GAS TERMINAL PHASE-1 AT ONGC HAZIRA
c)	Item	: FASTENERS (AFC)
d)	EIL RFQ No	: SM/B560-310-QM-MR-9190/82
e)	MR Category	: I
f)	Pre-Bid meeting	: Not Applicable
g)	Pre-Bid Meeting Details and Venue	: Not Applicable
h)	Last date of receipt for pre-bid queries	: Not Applicable
i)	Earnest Money Deposit (EMD)	: Not Applicable
j)	BID DUE DATE (Last date and time of submission of e-Bids)	: 24.09.2024; 1400 HRS
k)	UNPRICED BID OPENING Opening of Techno-commercial (Unpriced) e-Bids	: 24.09.2024; 1430 HRS
l)	PRICED BID OPENING	: The date & time to be intimated later on to the technically & commercially acceptable bidders
m)	Contact Person for any query/ clarification	: Ms. Sweta Kumari, AGM (C&P-SCM), Phone no. +91-26762131 E-mail ID: sweta.k@eil.co.in Mr. Manoj Kumar, DGM (C&P-SCM), Phone no. +91-26762093, E-mail ID: manoj.kumar.pur@eil.co.in Ms. Sunita Mitra, Sr. GM (C&P-SCM), Phone no. +91-26762149, E-mail ID: s.mitra@eil.co.in
n)	e-Tendering portal for submission of e-bids	: The complete Enquiry Document along with Technical Part and subsequent Addendums/ Corrigendum's, if any can be viewed/ downloaded from the following website: https://gem.gov.in A link will be available on EIL tender website http://tenders.eil.co.in
o)	Delivery Period/ Completion	: Within 02 (Two) Months on FOT Project Site on freight pre-paid

SL NO.	SALIENT FEATURES	DETAILS
	Period	& door delivery basis from the date of issue of LOA/GeM Contract. The date of receipt of material at site shall be considered as the date of delivery.
p)	DEVIATIONS NOT PERMITTED Bids are invited on “ Zero Deviation Basis ”. Accordingly offer is to be submitted in complete compliance to RFQ Terms & Conditions without any deviation. Offer with deviation shall be liable for rejection. Hence Bidder shall ensure submission of complete bid without any deviation as per requirement of Enquiry document in first instance itself.	
q)	This enquiry is issued on Limited Bidding basis to EIL enlisted suppliers for “Captioned Item mentioned at sl. no. c above” only . A separate intimation to the EIL suppliers eligible for this enquiry shall be sent through mail subsequent to issue of enquiry in GeM Portal. Only those suppliers who are intimated of publication of the enquiry through EIL e-mail will be eligible to submit their bids. Bids received from any other supplier shall not be considered for evaluation and shall be rejected. In case a bidder does not register on the GeM Portal and as a consequence, does not submit their bid on GeM Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained.	

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

Dear Sir/Madam,

- Oil and Natural Gas Corporation Limited (herein after referred as ONGC or Client) has set up a Gas Processing Plant at Hazira, Surat in Gujarat. The plant is designed to process 46.1 MMS/SCMD of sour gas and associated condensate. The sour gas and associated condensate are received at the plant from offshore platforms in Mumbai High / South Bassein oil/ gas fields through sub-sea trunk pipelines of 36”and 42. Both these trunk pipelines have their land all points at Umbharat. These are 4 (four) sectionalizing valve stations on 36” TPL (situated at Umbharat, Danti Dumas & Gavier) and 3 (three) sectionalizing valve stations on 42” TPL (situated at Umbharat, Bhata & Abhva) en-route to Hazira Plant.
- ONGC has entrusted Engineers India Limited (EIL) as EPC Contractor for providing their services as per agreed scope for restoring the GT-I facility.
- Bids are required to be submitted only through above mentioned Govt. of India GeM Portal on or before the Bid submission date and time. Bidders are required to enroll on GeM Portal (URL: <https://gem.gov.in>)
- E-bids under **single stage two bid system** are requested for the captioned item, mentioned at sl. No. c above, based on the requirement specified in this MR and in total compliance to technical specifications, scope and terms & conditions of RFQ documents/attachments.
- All amendments, time extension, clarifications etc. (corrigendum as per GeM nomenclature) will be uploaded in GeM Portal only. Bidders should regularly visit the e-tendering website of GeM Portal <https://gem.gov.in> to keep themselves updated. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by Mail/Post.
- Bidders are required to submit their bids complete in all respects in accordance with Instructions to Bidders (ITB) only through e-tendering website of GeM Portal (<https://gem.gov.in>) **on or before the bid-submission date & time** as specified above. Bidder to carefully read and understand the instructions for e-tendering as indicated in ITB to upload their bid on e-tendering website.

Physical Bids sent through Fax/ E-mail/ CD/ DVD/ Pen Drive/ Courier/Post will not be accepted. However, any specific document required to be submitted in physical form as per RFQ shall be submitted in physical form.

7. Bidders are required to register themselves at <https://gem.gov.in>.
8. Bidders are requested to get acquainted with the GeM Portal in advance and obtain/seek clarifications, if any from GeM Portal Helpdesk.
9. Bidder is advised to download & utilize the available information/documents/ resources under <https://gem.gov.in> for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.
10. All those bidders who have not complied with the above registration requirements will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in GeM portal shall not be entertained.
11. The vendor registration on GeM Portal is a very user friendly process. However, in case of any doubt, the vendor may contact the GeM Helpdesk. In the event of failure in bidder's connectivity with EIL/GeM Portal during the last few hours on account of any problem and they are likely to miss the deadline for bid submission in such a case no request for extension in bid due date shall be entertained. In view of the same, bidders are advised to upload their bid in advance.
12. Please submit your Acknowledgement against the RFQ on EIL's website <http://tenders.eil.co.in> within the due date & time, with reason(s) of not participating in the bidding process in case of regret/negative acknowledgment. In case there is no response, the bidder shall be liable for suitable action including review of their enlistment with EIL for the subject item.
13. Submission of authentic documents is the prime responsibility of the bidder. Wherever EIL has concern or apprehension regarding the authenticity/ correctness of any document, EIL reserves a right of getting the document cross verified from the document issuing authority.
14. **EIL registered bidder shall quote only for those Items for which they are registered with EIL as on the date of issuance of RFQ. Items quoted by EIL registered bidder other than the approved range with EIL shall not be considered for evaluation/ award. Separate email communication shall be sent to the eligible empanelled bidders subsequent to issuance of enquiry in GeM Portal. Only the bids received from these eligible empanelled bidders shall be accepted and considered for further evaluation. Bids received from all other bidders shall be rejected.**
15. **Bidders are mandatorily required to indicate their name on each page of excel file / pdf file of Un-priced copy of Price Schedule while uploading the same.**
16. Bidder to note that the Inspection shall be carried out in line with Inspection Philosophy mentioned in RFQ Documents.
17. **Repeat Order Clause is APPLICABLE.**
18. **Wherever the term – “Black-listing / Holiday Listing” is appearing anywhere in the Bidding Document including formats, declaration etc, the same stands replaced by – “Black-listing/ Holiday Listing/ Suspension/ Banning List”.**
19. **The offer should be valid as specified in BDS.**
20. RFQ Document is non-transferrable.
21. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc.
22. Bids received after the due date and time shall be rejected.
23. Consortium / Unincorporated Joint Venture Bids are not acceptable.
24. EIL reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information. Further in case Purchase Order awarded for the tendered work have to be terminated due to supplier's default and separate enquiry have to be floated to get the remaining / complete work

executed, such defaulting supplier will not be considered for enquiries issued for the refloated works of the same project.

25. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.
26. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
27. The bidder shall bear all costs associated with the preparation (including site visit, if required and other expenses incurred during bidding process) and submission of its bid, and the Purchaser/EIL shall in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process.
28. EIL reserves the right to reject any or all Bids received and to annul the Bidding Process at its discretion without assigning any reason, whatsoever.
29. Price evaluation and award shall be carried out as per GeM Terms and conditions.
30. Reverse Auction is **NOT APPLICABLE** for this RFQ.
31. For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
32. **PURCHASE PREFERENCES :**
 - i. **Purchase Preference under PPP-MII - Applicable**
 - ii. **Purchase Preference to MSE – Applicable**
 - iii. Relaxation to Start-up Enterprises – Not Applicable
 - iv. **Purchase Policy for Domestically Manufactured Iron & Steel – Applicable**

***Please specify GeM Bid ID. & RFQ No. in all correspondence**

This limited invitation for e-bid is open only to suppliers to whom this RFQ is issued.

THIS IS NOT AN ORDER

Very truly yours,

(Sunita Mitra)
Sr.GM (SCM-C&P)
Engineers India Limited

INSTRUCTIONS TO BIDDERS (ITB)

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A. GENERAL

1.0 SCOPE OF BID

1.1 In connection with the Request for Quotation (RFQ), Engineers India Limited (EIL) invites e-Bid(s), under single stage two bid system, for the scope of supply and services covered under the RFQ Document.

1.2 Throughout the Bidding Document:

- (a) The **PURCHASER** means Engineers India Limited (**EIL**), a company incorporated in India having its registered office at Engineers India Bhawan, 1, Bhikaiji Cama Place, RK Puram, New Delhi-110066 and shall include its successors and assignees.
- (b) **CLIENT/ OWNER:** Client/ Owner means Project Owner i.e., "Oil and Natural Gas Corporation Limited, Hazira Processing Complex, ONGC Nagar (P.O.), Surat 394518, India" as mentioned in RFQ.
- (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and word written in capital or small letter or where the first letter capital have the same meaning; and
- (d) "Day" means calendar day.
- (e) The term 'Bid Due Date' shall mean the 'Final Bid Due Date'.
- (f) the term "bid"/ "tender"/"offer"/"proposal" and their derivatives ("RFQ/Bidding/Enquiry" documents, "bidder/tenderer", "Vendor/Supplier/Seller", "Bid/tender", "bidding/tendering", "Contract/Purchase Order" etc.) are synonymous, and day means calendar day. Singular also means plural and vice versa.
- (g) **INCOTERM 2020:** INCOTERM 2020 means the terms which shall be applicable for procurement of equipment/material under the subject RFQ / Enquiry document.
- (h) Material Requisition (MR) means the Technical Part of RFQ Document.
- (i) E-Tendering/ e- procurement website means Government e Marketplace (GeM) Portal <https://gem.gov.in>.

1.3 The successful bidder / "supplier" shall complete the Scope of RFQ within the Time Period/Completion Period stated in RFQ document.

2.0 ELIGIBLE BIDDERS

2.1 An Eligible bidder may be a firm or a company, who, have been issued/intimated for issuance of RFQ Document on Limited Competitive Basis or a bidder meeting the BQC criteria as per Invitation for Bids (IFB)/ Notice Inviting Tender (NIT) on Open Competitive basis.

2.2 In case of limited competitive basis, the bidding is open only to the bidders to whom Bidding Document has been issued or intimation for issuance of Bidding Document has been sent through EIL tender portal. Refer BDS for type of bidding.

2.3 In case of open competitive basis, the bidding is open to the bidder who intends to submit the Bid, in response to IFB/NIT.

2.4 A bidder who is on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL/Owner or debarred/disqualified by GeM on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. Further, in case of a consortium, if any of the member(s) of consortium is on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL/ Owner or the lead member of consortium debarred/disqualified by GeM on due date of submission of bid /

during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.

If the RFQ Document is/was issued inadvertently to such Bidder/downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.

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

2.6 If a Bidder / member of the consortium (as per Clause No. **2.4** above) / proposed sub-contractor or sub-vendor, is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** or the lead member of consortium debarred/disqualified by GeM after opening of price bid and such Bidder / Consortium happens to be the lowest bidder, the enquiry shall be refloat for the items / parts for which the bidder is lowest.

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

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

- i) that has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part,
- or
- ii) That has been hired by the Owner as engineer/consultant for the contract.

2.9 Department of Expenditure (DOE) vide O.M. No. 7/10/2021-PPD(1) dated 23.02.2023 has issued the revised guidelines for Restriction on procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in>). In view of the above, Bidder to submit signed and stamped copy of Form-IA/IB/II as applicable, (on Company's Letterhead) attached with Appendix-V of this ITB for compliance.

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

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

3.0 FRAUDULENT PRACTICES

Fraudulent Practices clause as per Special Purchase Conditions (SPC) shall be applicable.

B. CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

4.1 The RFQ document consisting of Commercial & Technical Section has been hosted on e-procurement website (i.e. GeM Portal <https://gem.gov.in/>). However, a link shall be provided in EIL website <http://tenders.eil.co.in>.

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

-
- i. Request for Quotation (RFQ)
 - ii. Bid Data Sheet (BDS)
 - iii. Instructions to Bidders and its Appendices
 - iv. Bidding Forms
 - v. Special Purchase Conditions (SPC) and its Annexure
 - vi. General Purchase Conditions (GPC)
 - vii. Format for Performance Bank Guarantee and Bank Guarantee for Advance
 - viii. Packing, Marking, Shipping and Documentation Specification
 - ix. Additional Documents Mentioned in RFQ / BDS
 - x. Price Schedule
 - xi. Material Requisition (MR)

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

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

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

4.6 **Order of precedence**

The documents forming the Purchase Order are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:

- i. Purchase Order and its enclosures along with Purchase Requisition
- ii. Amendment to Bidding Document, if any
- iii. Bid Data Sheet
- iv. Job Specifications
- v. Drawings
- vi. Technical specifications
- vii. Special Purchase Conditions (SPC)
- viii. General Purchase Conditions (GPC) & Packing, Marking, Shipping and Documentation Specification
- ix. Request for Quotation (RFQ)
- x. Instructions to Bidders (ITB)
- xi. Other Documents

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and it's Annexures.

5.0 SITE VISIT

- 5.1 For Scope involving Site Work, bidder, if required, may visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid.
- 5.2 Bidder is advised to visit and examine the site (at his own cost), its surroundings and familiarise themselves of the existing facilities & environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation. Bidder shall provide at least two days in advance the details of their representatives along with details of laptop, mobile or any other electronic device or any equipment if any, being carried so as to make arrangement for gate passes. Owner's decision on this regard shall be final and binding upon the bidder.
- 5.3 Bidder and any of its personnel will be granted permission by EIL/Client to enter upon its premises and lands/ Project Site for the purpose of such visit, but only upon the express condition that the bidder and its personnel will relieve and indemnify EIL/Client and its personnel from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 5.4 For site visit, Bidder may contact the following persons in EIL:

Mr. S.M.Joshi
Resident Construction Manager, Engineers India Limited,
C/o Oil and Natural Gas Corporation Limited, Hazira Plant
PO – ONGC Nagar
Surat – 394518 , Gujarat , India
Mobile : +91 9428934683
Tel (O) : +91 261-2875536
email :sm.joshi@eil.co.in

6.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

- 6.1 The enquiry is issued on "**Zero Deviation Bidding**" basis wherein no post bid correspondence of any nature may be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity but also enable them to submit their best prices based on the clear techno-commercial scope.
- 6.2 Bidder shall submit their queries strictly within cut-off date after which, EIL shall reserve the right not to entertain any queries.
- 6.3 Pre-bid meeting shall be attended by competent representative(s) of the bidder.
- 6.4 Replies to the pre-bid queries will be uploaded in e-procurement portal. After pre-bid meeting, no further queries will be entertained from the bidders. The response of pre bid queries shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.
- 6.5 The bidders may carry their qualification documents in case they desire them to be reviewed by EIL officials during the pre-bid meeting.
- 6.6 **Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries / pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.** Record notes of pre-bid meeting/reply to pre-bid queries shall not be considered as part of RFQ.

6.7 **DELETED**

7.0 AMENDMENT OF BIDDING DOCUMENT

- 7.1 At any time prior to the deadline for submission of bids, EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment/ Addendum.
- 7.2 All Amendments, Clarifications (if any) etc. will be uploaded in e-procurement portal. Generally intimation of uploading of documents in website is sent to the bidders (all bidders in case of Limited bidding and to bidders who have submitted acknowledgement on tender portal in case of NIT) in their email id. It is the responsibility of the bidder to regularly check the website and provide current and authenticated email id. Any amendment thus issued shall become part of Bidding Document. Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. Any revision, clarification, addendum, corrigendum, time extension, etc. will be hosted on e-procurement portal only. Bidders are requested to visit the e-procurement portal regularly to keep themselves updated. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.
- 7.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, EIL may extend the deadline for the submission of bids, pursuant to Clause No. **24.3** of ITB.
- 7.4 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

8.0 ACKNOWLEDGEMENT & CONFIRMATION

- 8.1 Within 10 days of downloading of Bidding Document, bidder shall acknowledge and confirm his intention to bid for the requested item/work on EIL website <http://tenders.eil.co.in>.
- 8.2 In case of limited competitive bidding, Bidders should respond to this enquiry either by submitting their bids or by explaining the reason for non-submission of the offer. In case there is no response either way continuously, the bidder shall be liable for suitable action including review of their enlistment with EIL for that particular item.

C. PREPARATION OF BIDS

9.0 COST OF BIDDING

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

10.0 LANGUAGE OF BID

- 10.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language only. In case, any printed literature furnished by bidder written in another language so long as accompanied by an English translation, in which case, for the purpose of evaluation and interpretation of the bid, the English translation shall govern.
- 10.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same shall be submitted duly authenticated by either of the following:
- a. Local chamber of commerce
 - b. Indian Embassy in their country
 - c. Bidder's Embassy in India
 - d. Any translator in India recognized / authorized by bidder's Embassy

11.0 DOCUMENTS COMPRISING THE BID

No Physical Bids / Offers shall be permitted (other than the documents which are specifically mentioned to be submitted in physical form for which scanned copy already uploaded along with the bid). The offers/bids submitted online through e-procurement portal as mentioned in clause 1.2 (i) above along with the respective originals as specified under **clause no. 11.3** shall only be considered as bid for evaluation and ordering. Bidders are required to upload the Bid/offer along with all supporting documents including Priced bid on the **E-Tendering website only**. Electronic Bids (e-bid) shall be submitted on GeM Portal as per available functionalities.

Bidders to upload the unpriced bid (comprising of bid security, technical bid, other documents, e.t.c.) and priced bid (offer prices) strictly at designated place on GeM Portal. Offer prices shall not be mentioned at any place other than the designated field(s) provided on GeM Portal.

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

(a) List of Document required in the UNPRICED BID is as per BDS

Bidder shall upload above documents at designated field(s) available on GeM portal

11.2 Priced Bid (through e-tender portal)

Bidder shall fill-in the prices at designated field(s) available on GeM Portal

11.3 Bid Security

a) In case of open competitive bidding, the following documents shall be submitted in ORIGINAL within the Bid due date and time of e-bid submission in the E-procurement portal & in a sealed envelope, with proper index and covering letter in bidder's letter head. The envelope shall be titled "EMD (IN ORIGINAL)" with the Name of the Work, Bidding Document No., Name of the Project etc. along with the Bidder's name and address with contact no., email Id etc. and shall be submitted to the address as mentioned below:

I. Original Bank Guarantee or Demand Draft in lieu of Earnest Money Deposit/ Bid Security in accordance with Clause No. 16.0 of ITB.

i) In case of limited competitive bidding, bid security shall not be applicable.

Bidder shall be required to submit the copy of the bid security (or authenticated exemption certificate, wherever applicable) within the final bid due date and time on the e-tendering portal. In case of bid security in the form of BG/ DD, bidders shall also be required to submit the original DD/ BG to EIL, within the final bid due date and time. If the Bidder fails to submit Bid Security (BG/ DD) physically in original within the above cut-off date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder on the e-tendering portal.

b) The address for submission of original documents is as follow :

Ms. SUNITA MITRA, Sr. GM (SCM)
FIRST FLOOR, ENGINEERS INDIA LIMITED,
ENGINEERS INDIA BHAWAN, 1, BHIKAJI CAMA PLACE
NEW DELHI-110066, INDIA
PHONE : +91-011-26763504 / 3169/ 2574
E-MAIL : manoj.kumar.pur@eil.co.in; s.mitra@eil.co.in

c) Each envelope shall indicate name and complete address of the bidder with contact details to enable the bid to be returned unopened, if required.

d) If the envelope is not sealed and marked as above, the Owner / EIL will assume no responsibility for the misplacement or premature opening of the bid.

e) Document submitted in physical form shall be the exact copy of the documents uploaded on e-procurement portal.

12.0 INTEGRITY PACT

- 12.1 Bidder shall submit, the scanned copy of the Integrity Pact including Undertaking duly signed and stamped in token of compliance in Unpriced Bid, wherever required as per Bid Data Sheet. **Non-submission of Integrity pact including Undertaking in the bid shall be a ground of disqualification. However, in case of non-submission of Integrity Pact including Undertaking in the bid, an opportunity shall be given in the CQ to submit the Integrity Pact including Undertaking, provided bidder has declared Integrity Pact submission confirmation in their bid. Hence, only those bidders shall be given opportunity to submit IP who have confirmed to submit the same in their original bid.** Copy of the Integrity Pact is provided in Bidding Forms. Further, if the Integrity Pact submitted in the bid is carrying certain shortcomings / deviations, the bidder shall be asked to clarify or make simple corrections through CQs.
- 12.2 Details of Independent External Monitors (IEMs), appointed by EIL, in terms of Integrity Pact (IP) are available on website https://tenders.eil.co.in/newtenders/Integrity_Pact.
- 12.3 No deviations / modifications in IP shall be acceptable. Bidder shall submit the same format of signed integrity pact (as provided in the bidding document duly signed by the buyer), duly filled-in, signed & stamped by the authorised signatory of bidder.
- 12.4 Integrity Pact shall be signed by the authorised signatory of the bid. However, in case of Proprietorship firm IP may be signed by the Proprietor and in case of Partnership firm, IP shall be signed by all Partners of the firm.

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

In Case of sub-contracting by the main/principle Sub-contractor, the main/Principal Sub- Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor (of main sub-contractor). In view of this, wherever main Sub-Contractor proposes any Sub-contractor (of main sub-contractor) in the bid, it shall ensure that sub-contractor (of main sub-contractor) shall also sign the Integrity Pact along with Undertaking and submit the same in the bid.

13.0 MULTIPLE/ALTERNATIVE BIDS

- 13.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
- i) All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and EMD, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.
 - ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

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

14.0 BID PRICES AND DISCOUNTS

- 14.1 Prices shall be furnished strictly in the appropriate field(s) available on GeM Portal. Bidder shall not quote any discount separately for any item or on overall price. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.

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- 14.2 DELETED
- 14.3 Rates/ prices quoted by the bidder shall remain **FIRM, FIXED AND VALID** till the completion of the scope of supply/Works (as applicable) and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.
- 14.4 The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of the RFQ documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GPC, SPC or any other part of RFQ Document, the prices quoted shall be deemed to be inclusive of full and final cost incurred for such activity(ies).
- 14.5 It shall be the responsibility of the Bidder to duly enquire of their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Custom Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL. It is clearly understood that Owner/ EIL will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.
- 14.6 **Price basis w.r.t inclusion/exclusion of taxes**
- i. The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST) applicable in case of interstate supply or intra state supply respectively and GST compensation cess, (if applicable) leviable on sale of finished goods/services.
 - ii. In case of foreign bidders, bidder's shall submit their prices on FOB international sea port of exit basis, unless otherwise stated in the bid document. FOB prices quoted shall be inclusive of all applicable taxes upto FOB international sea port of exit/CFR on destination port basis
 - iii. Transportation charges (if applicable) upto respective project site shall be exclusive of GST.
 - iv. Site work prices, if applicable shall be inclusive of all taxes and duties but exclusive of GST. All necessary registrations, if required, for carrying out the site activities shall be done by the supplier/contractor and costs towards the same shall be included in quoted site work prices.
 - v. Prices of per diem supervision charges, training/AMC, HAZOP Study, 3D Modelling etc. (as applicable) shall be exclusive of GST.
- 14.7 All duties, taxes, and other levies payable shall be as per Special Purchase Conditions (SPC).
- 14.8 **The Bidder shall keep the Owner / EIL indemnified from and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever** made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- 14.9 Foreign Exchange rate variation shall not be provided.
- 15.0 CURRENCIES OF BID AND PAYMENT**
- 15.1 Currency of bid and Payment shall be as specified in Special Purchase Conditions/ Price Schedule.
- 16.0 BID SECURITY**
- 16.1 Details of EMD / Bid Security are specified in the NIT/ IFB. Bidder is required to submit the bid security / EMD accordingly.
- 16.2 The bid security shall be forfeited if a bidder:
- a) Withdraws its bid during the period of bid validity, or any extension thereto provided by the bidder; or submits multiple bids/alternative bids in accordance with relevant provision of Instruction to Bidder (ITB).

- b) does any breach of bidding terms and conditions; or
- c) on his own modifies his bid during the period of bid validity; or
- d) In the case of a successful bidder, if the bidder fails or refuses:
 - i. to accept the Purchase Order.
 - ii. to furnish a Contract performance Bank Guarantee.
 - iii. to accept arithmetical corrections of its bid, as per the terms of the Bidding Document.
- e) If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false/ forged in accordance with relevant provisions provided in Bidding Document.
- f) Any other reason if specified elsewhere in RFQ Document

16.3 EMD / Bid securities shall be returned as follows:

- a) To bidders whose bids received late or of those unpriced bids /priced bids which have not been opened, shall be returned after priced bid opening.
- b) To unsuccessful bidders, i.e., whose priced bid has been opened, will be returned upon placement of order/ award.
- c) To successful bidders, the same will be returned after the order / contract is effective and Contract Performance Bank Guarantee is submitted.
- d) In case EIL / Owner decides to cancel / annul the Enquiry / bidding document at any stage during the bidding process but before the award of works / items (as applicable), EMD of the bidders shall be returned at the earliest from the date of such decision.

16.4 Owner/ EIL shall not pay any interest on Bid Security furnished. Further, in case Bid security submitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per EIL Policy.

17.0 CERTIFICATION OF DOCUMENTS / SPECIAL DOCUMENTATION REQUIREMENT

17.1 DOCUMENTS ESTABLISHING QUALIFICATION OF THE BIDDER

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

17.3 In addition to authentication of BQC document EIL shall verify the credentials of the evaluated lowest bidder/ vendor/sub-contractor. The document(s) submitted by the bidder towards meeting the Bidder Qualification Criteria (BQC) as per NIT/IFB shall be subject to verification as per mechanism detailed below:

- a) After the price bid opening, documents submitted by the lowest evaluated bidder for meeting the BQC shall be verified from the document issuing authority. This exercise shall be carried for the documents used by EIL for qualification of the bidder.
- b) Verification of documents shall be carried out through e-mail/letter or visit by EIL Officials. Bidder shall provide complete assistance towards the same. It shall also be the responsibility of the bidder to assist EIL in carrying out this exercise.

Accordingly, bidder shall ensure that they submit only those works (PO/Contracts) meeting the qualification criteria for which they can arrange such verification from respective Clients.

- c) Payment shall not be released till verification is complete.
- d) Failure of cross verification shall entitle EIL to reject the bid or terminate the Purchase Order/Contract, if issued.
- e) Verification shall be undertaken as per the common prudence /common sense of day to day working and despite all the above checks, if fraud of forensic nature takes place, same shall be

treated under different category.

f) In case, the BQC documents have already been verified by EIL for any other enquiry/tender, the same may also be considered verified on the strength of previous verification and acceptance by EIL. However, in such case, bidder shall indicate in Appendix-VI to ITB that BQC/PTR documents submitted in this bid has already been verified by bidder's client.

g) In case bidder's supporting documents are not in English language and, bidder also submits duly certified translated documents, verification from document issuing authority shall be carried out only for the original documents issued by the client.

18.0 PERIOD OF VALIDITY OF BIDS

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

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, EIL may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A bidder may refuse the request after which their offer will not be considered for further evaluation. A bidder granting the request shall not be permitted to modify its bid.

19.0 SPECIAL INSTRUCTIONS TO FOREIGN BIDDERS- Not Applicable

20.0 POWER OF ATTORNEY

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

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

Requirements for submitting the POA shall be as follows:

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

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

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

- ii) Partnership Firm: In such case,

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

Bidder shall submit the copy of Partnership Deed.

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

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

iv) Proprietorship: Proprietor shall sign the Bid.

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

v) Unincorporated Joint Venture/Consortium: Both members of the consortium shall authorize the Lead Member of the consortium with the authority to bind the consortium, through a Power of Attorney given jointly by all the members to the Lead Member.

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

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

For Foreign Bidders, POA shall be:

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

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

21.0 DIGITAL SIGNATORY

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

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

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

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

22.0 FORMAT AND SIGNING OF BID

22.1 The e-bid shall be uploaded duly digitally signed (e-signed) using the digital signature of a person duly authorized to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories.

22.2 Bids shall be submitted by the bidder through e-tendering portal using their digital signature. However, in case foreign bidder does not have digital signature issued by an Indian certifying

authority, he can authorise his representative to use the representative's digital signature to upload the bid on behalf of foreign bidder. In such a case, the authorisation letter shall be submitted along with the bid.

- 22.3 Bidder shall be required to upload the digitally signed copies of documents for meeting BQC, Power of Attorney and other authenticated documents (like proof of being MSEs for availing preference under Public Procurement Policy-2012) on the e-tendering portal only. In that case, bidder shall not be required to submit the original authenticated documents in physical form to EIL.
- 22.4 In case of a JV/Consortium bid (If permitted in the bidding document), the Bid shall be digitally signed (e-signed) using the digital signature of a authorized representative of the JV /Consortium, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Offer shall be checked for submission of authenticated document as per the requirement as per of bidding document. In case of e-tendering, bidders shall be required to upload the digitally signed authenticated copies of documents for meeting BQC of the e-tendering portal only.

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

- 22.6 Bidders to upload the Un-price and Price part of their e-bids strictly in the Un-price & Priced folders respectively at the designated place in the e-tendering portal. Non Compliance to the same may lead to rejection of their Bids.

23.0 SEALING AND MARKING OF BIDS

- 23.1 The bidder shall submit the, original Bid Security as per the requirement of clause no. **11.3 & 16.0** of ITB, in separately sealed envelopes, duly marking the envelopes as per following:

Bid Security (Originals)

Name of Item/Work: _____

Bidding Document No.: _____

Due date & Time of Submission: _____

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

- 23.2 The envelope shall bear the name and address of the bidder and bear a warning "Do not open before the time and date of bid opening".
- 23.3 If envelopes are not sealed and marked as required, EIL will assume no responsibility for the misplacement or premature opening of this envelope.

D.SUBMISSION AND OPENING OF BIDS

24.0 DEADLINE FOR SUBMISSION OF BIDS

- 24.1 Bidders shall submit their bids electronically in the e-tendering portal, within the date and time **specified in the RFQ Covering Letter** or any extension thereof. Bidders submitting bids electronically shall follow the electronic bid submission procedures of GeM Portal.

No Physical bid shall be permitted other than submission of the documents categorically asked for in hard copies as part of e-bids submitted online through the e-tendering Portal. The bids submitted online through [GeM Portal \(https://gem.gov.in/\)](https://gem.gov.in/) shall only be considered for evaluation and ordering. The e-bid must be complete in all respects, leaving no scope for ambiguity. Bidder shall be fully responsible for the bid submitted in e-tendering portal and no relief or consideration can be given for errors and omissions.

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

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

24.4 Bidder should avoid the last hour rush to the website wherein bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason shall not be entertained.

25.0 LATE BIDS

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

25.2 ***In the event the Bid Security in original, in accordance with Clause No.24.2 of ITB, are not submitted within the deadline as per IFB, the bids shall be declared late and shall not be considered for opening/ evaluation / award, notwithstanding the fact that the bid has been submitted in electronic form within the deadline.*** However, in case of exemption from submitting Bid Security under MSE/CPSE/Start up, then bidder shall upload the documentary evidence of the same on the e-tender portal.

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

26.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

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

26.2 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD/Bid security.

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

27.0 BID OPENING

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

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

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

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

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

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

If a supplier/ an agency is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** or **debarred/disqualified by Gem** after opening of priced bids and such a supplier/ agency happens to be the lowest bidder, the enquiry shall be refloated for the items/ parts for which the bidder is lowest.

Also, bidder shall submit the declaration that they are not on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of or black listed by any Central Government Department/ Central Public Sector on due date of submission of bid. However, this shall be for information only and shall not be rejection criteria. In case, this information is not provided or provided falsely, the bid shall be rejected.

E. EVALUATION AND COMPARISON OF BIDS

28.0 CONFIDENTIALITY

- 28.1 A bidder may seek clarification regarding the Bidding Document provisions, bidding process and / or rejection of his bid. EIL shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 28.2 Any attempt by a bidder to influence EIL in the evaluation of the bids or award decisions shall render their Bid liable for rejection.
- 28.3 Notwithstanding Clause No. **28.2** of ITB, from the time of bid opening to the time of placement of Order, if a bidder wishes to contact EIL on any matter related to the bidding process, it shall be done so in writing only.

29.0 ZERO DEVIATION

- 29.1 Bidders to note that enquiry is issued on Zero deviation basis. Bids shall be submitted as "**Zero deviation Basis**". Accordingly offer is to be submitted in complete compliance to Terms & Conditions of Bidding Document without any deviation. Offer with deviation may be liable for rejection without any further correspondence.

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

30.0 DETERMINATION OF RESPONSIVENESS

- 30.1 EIL's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 11.0 of ITB.
- 30.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without deviation.
- 30.3 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below :-
- a) 'Deviation' is departure from the requirement specified in the Tender Documents.
 - b) 'Reservation' is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Bidding Document.
 - c) 'Omission' is the failure to submit part or all of the information or documentation required in the Tender Document.
 - d) A material deviation, reservation or omission is one that, If accepted would,
 - i) Affect in any substantial way the scope, quality or performance of the job as specified in the Tender Document.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Owner/EIL's rights or the Bidder's obligation under the proposed Contract.
 - iii) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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- 30.4 The Owner/EIL shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 30.5 **Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-Declaration Form-G in this regard on bidder's letterhead.**
- 30.6 **In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations as above, their bids shall be rejected. Bidder shall submit self-Declaration Form-G in this regard.**
- 30.7 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of e-Bid. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered acceptable and no Amendment is issued incorporating such changes, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations unconditionally in favour of stipulations of the RFQ document without any price implication, failing which such Bid(s) shall be considered as non-responsive and liable for rejection.

31.0 CLARIFICATION OF BIDS

- 31.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. However, EIL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. EIL's request for clarification and the response shall be in writing.
- 31.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by EIL in writing.
- 31.3 If a bidder does not provide clarifications of its bid by the date and time set in EIL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.
- 31.4 Any clarification submitted by a bidder that is not in response to a request by EIL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 31.5 All responses from the Bidders shall be in writing, and no change in the price shall be permitted unless specifically sought by EIL.

32.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 32.1 Prior to price opening of bids, EIL will determine whether each bid is accompanied with requisite documents;
- i) Fulfils the technical, financial and other requirements as specified in the Bidding Document;
 - ii) Bid's responsiveness in accordance with Clause No. 30.0 of ITB and clarifications thereafter, if any;
 - iii) Any other relevant factor, if any that EIL deemed necessary or prudent to be taken into consideration.
 - iv) Authentication of qualification documents (open competitive bidding)
 - v) EMD / Bid Security as per the requirement specified in clause no. 16.0 of ITB (open competitive bidding)
- 32.2 EIL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.
- 32.3 Bidders who are enlisted with EIL are required to quote as per their capabilities registered with EIL (applicable in case of limited enquiries).

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

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

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

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

32.7 In view of zero deviation bidding, in case of MRs (group/ basket/ block/ itemwise) / Lumpsum Enquiry, during unpriced evaluation if a bidder has not quoted any part/component/ freight etc, the bid of such a bidder for the corresponding group/ basket/ block/ item (or the entire MR/ lumpsum Enquiry, in case there is only one group/ block) shall stand rejected. However, EIL reserve the right to ask the bidder to absorb the same (except in case of an item not being quoted in an itemwise MR). Non-compliance shall result in rejection of corresponding item/group/block.

It is clarified here that for grouped/ basket/ block, if any item not quoted, the offer shall be rejected for that group/ basket/ block without any CQ/ TQ.

In case, the above is discovered post priced bid opening, such bidder's bid shall not be considered for evaluation for the corresponding group/ block or entire MR/ tender, if there is only one single group/ block. In such an event, the lowest bidder shall be determined out of the remaining bidders.

33.0 OPENING OF FINANCIAL (PRICE) BID

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

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

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

34.0 CORRECTION OF ARITHMETICAL ERRORS- NOT APPLICABLE

35.0 CONVERSION TO SINGLE CURRENCY- NOT APPLICABLE

36.0 EVALUATION AND COMPARISON OF PRICE BIDS

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

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

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

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

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

36.5 Any implication on account of wrong quotation of taxes and duties shall be to Bidder's account. However, the payment towards such taxes and duties quoted by the bidder shall be restricted to lower of taxes and duties quoted by the bidder or the documentary evidence provided by the bidder.

36.6 If a bidder submits prices in un-priced part of bid, such prices shall not be considered. The prices as submitted in the price part only shall be considered for evaluation and ordering, if any. If prices are not found in the price part and even if mentioned elsewhere, the bid shall be rejected. Wherever e-procurement is followed, prices uploaded at the designated priced folder of the e-tendering website shall only be considered.

36.7 TIE AMONG LOWEST EVALUATED PRICES

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

36.8 SHIFTING OF ORDER- *NOT APPLICABLE*

36.9 Preference to MSEs, if applicable as per BDS, shall be carried out to distribute the item / quantity as per clause no. **38.0** below.

36.10 Public Procurement (Preference to Make in India) (PPP-MII), if applicable as per BDS, shall be carried out to distribute the item / quantity as per clause no. **40.0** below.

36.11 **REVERSE AUCTION- NOT APPLICABLE**

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

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

38.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

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

- a) For claiming price preference against enquiries in which provision of price preference is to be extended to the MSE Bidders, the MSE certificate should be valid as on date of un-priced bid opening.
- b) The owner reserves the right to allow Micro & Small enterprises as well as MSEs Owned by SC/ST entrepreneur and MSEs Owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.
- c) *The quantity against the item(s) of MR may be split to enable ordering of 25% quantity against the item(s) of MR to MSEs bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price, inline with purchase preference as admissible under the prevailing procurement policy for MSEs. Accordingly, the quoted prices against various items of MR shall remain valid in case of splitting of quantities of the items in view of the same.*

Out of this 25% from MSEs, 4% is to be from MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, 4% will be met from other MSEs.

Additionally, out of 25% from MSEs, 3% is to be from MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, 3% will be met from other MSEs.

While granting purchase preference as above, procurement of goods through MRs may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

- In case where quantity against a line item cannot be split (i.e., minimum 25% to MSEs) or items with single quantity or in grouped item, the complete line item/ group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
- In case, quantity (ies) against an item/ group cannot be split among MSEs owned by SC/ ST entrepreneurs, MSEs owned by Women and non- SC/ ST or non-women MSE entrepreneurs, first opportunity shall be given to MSEs owned by Women, then to MSEs owned by SC/ ST entrepreneurs and lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.

38.2 MSE bidders shall submit the following:

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

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

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

- b) DELETED
- c) DELETED
- d) Micro & Small Enterprises shall be considered as owned by SC/ ST Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be SC/ST.
- In case of partnership MSE, the SC/ST partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by SC/ ST shareholder(s).

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the MSE shall additionally submit a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:

- District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of Ist Class Stipendiary Magistrate).
- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.

- Revenue Officers not below the rank of Tehsildar
- Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
- Administrator/ Secretary to Administrator/ Development Officer (Lakshdweep Islands).

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

- In case of proprietary MSE, proprietor should be Women.
- In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
- The above documents submitted by the bidder shall be submitted duly certified as per the prevailing authentication system in EIL.

f) DELETED

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

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

In case at any stage, if it is found the bidder has claimed / availed the benefits by providing false/forged details, their bid shall be rejected and bidder shall be placed on suspension/ banning. However, if this is found after order placement, bidder shall also be liable for encashment of PBG. Bidder's organisation is responsible for any and all actions of their employees. Any claims seeking to pin point/shift the blame on any employee and consequently attempting to absolve the bidder's organisation will not be entertained.

j) DELETED

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

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

- i. Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to..... (Name of CPSU).
- ii. The report shall be signed by authorised person of contractor (Successful Bidder).
- iii. Report shall be submitted in the following format.

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

- 38.4 Government of India has implemented the Trade Receivables Discounting System (TReDS). TreDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. EIL is already registered on the following TReDS Platforms:

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

MSME bidders are requested to register on the TReDS platform.

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

- 39.1 Refer **Appendix – III** TO ITB
- 39.2 A confirmation w.r.t compliance of this DMI&SP Policy shall be submitted by the bidder.
- 39.3 Bidder shall furnish self-certification as per format enclosed with the policy else bid of such bidder shall be rejected. As per the DMI&SP policy, affidavit is required to be issued by the manufacturer. Accordingly, bidder shall furnish self-certification as per the format enclosed with the policy else bid of such bidder shall be rejected. However, in case bidders are not able to furnish this affidavit from Indian manufacturers at bidding stages, bidders may submit affidavit after placement of order. However, an undertaking to submit affidavit shall be submitted by the bidder alongwith the bid

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

- 40.1 Refer **Appendix – IV** TO ITB for details.
- 40.2 EVALUATION AND AWARD PHILOSOPHY**
- 40.2.1 Bidder is hereby instructed that relevant documents and information pertaining to MSE and PPP-MII, which are necessary for availing the relevant benefits during evaluation, must be updated/ uploaded in the designated folder on GeM Portal.
- 40.2.2 Bidders to note that in spite of submission of such relevant documents in the ATC folder, they shall not be provided the applicable benefits during evaluation on GeM Portal in case they fail to adhere to the above instructions.

- 40.2.3 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content & details of the location(s) of the local value addition, and also provide self-certification (as per FORM-2 of Appendix – IV to ITB)/ certificate from the Statutory Auditor or Cost Auditor or Practicing Cost Accountant or Chartered Accountant (as per FORM-3 of Appendix – IV to ITB), as applicable, depending on the value of procurement.
- 40.2.4 While evaluating the Bids, for price matching opportunities, and/ or distribution of quantities/ Parts (wherever applicable) amongst Bidders, purchase preference shall be given as per Appendix-VII to ITB.
- 40.2.5 Purchase preference' means the opportunity given to 'MSE bidder' or 'Class-I local supplier' for matching the Price of L1 Bidder, despite its Price being not the lowest valid Price Bid (i.e. not L1) but because it is within the margin of purchase preference prescribed as follows:
- As per PPP-MSE policy 2012 : 15% of L1 price
 - As per PPP-MII policy 2017 : 20% of L1 price
- 40.2.6 In case where quantity against a line item cannot be split or items with single quantity or in grouped item, the complete line item/ group shall be awarded on PPP-MSE/ PPP-MII compliant bidder within the price range of L1 bidder's evaluated price (as defined above), subject to their matching L1 bidder's price.
- 40.2.7 In case bidder does not select the preference option at designated folder on GeM Portal during bid submission, they shall not be considered for preference by GeM, even though Bidder is a natural L1.
- 40.2.8 The evaluation as done by GeM Portal shall be final and binding.

F. AWARD OF CONTRACT

41.0 AWARD CRITERIA

- 41.1 Pursuant to clause no. 36.0 and Clause no. 35.1 of ITB, EIL shall place Purchase Order to the bidder(s) who has (have) been determined to be the lowest successful bidder(s) for item(s) / Group(s) of MR as per the item wise / Group Wise ordering philosophy defined in Bidding Document. However, if in the opinion of EIL, the total price or certain **item rates quoted by the lowest evaluated bidder are considered high OR where there is a suspicion of cartel formation OR in case of proprietary / OEM items OR where limited source of supply are available for the item**, EIL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by EIL shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Price Schedule Format to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price(s).
- 41.2 In case of MRs containing supplies as well site work/ services, a single order, covering the supply part as well site work/ services, shall be placed. **Split ordering is not permitted.**

42.0 NOTIFICATION OF AWARD

- 42.1 Prior to the expiration of the period of bid validity, EIL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter [hereinafter and in the General Purchase Conditions called the "**Letter of Acceptance (LOA)/ Purchase Order (PO)**" and in GeM called the "Contract" shall specify the sum that the EIL will pay the Supplier in consideration of the execution and completion of the Supply/Works. The notification letter will constitute the formation of the contract.
- 42.2 The Delivery Schedule shall commence from the date of issue of contract.
- 42.3 Contract shall contain price, delivery and other salient terms of bid and RFQ Document.
- 42.4 Bidder will be required to acknowledge receipt of the same by returning "Copy of the Contract" duly signed and stamped by the bidder as a token of acknowledgement to Owner and EIL.

43.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE

43.1 Within 30 days from the date of Purchase order/ Letter of Acceptance, whichever issued earlier, the supplier shall furnish the Contract cum Performance Bank Guarantee for the required value, period and in the proforma, inline with bidding document. In place of Contract cum Performance Bank Guarantee, bidder can furnish Demand Draft also within the time period specified above.

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

44.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

45.0 CARTEL FORMATION

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

46.0 CONCURRENT COMMITMENTS CRITERIA - DELETED

47.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER

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

- a) All certificates with effect from 1st February, 2019.
- b) GST and Income Tax Audit with effect from 1st April, 2019.
- c) All Audit and Assurance Functions with effect from 1st July, 2019.

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

48.0 UPLOADING OF INVOICE ON INVOICE PORTAL

Suppliers and Service Providers shall upload the scan copy of invoices and other documents as required in the Purchase Order/Work Order on the EIL Invoice Portal to enable EIL to speed up and cut down on the processing and payment cycle. Post uploading, all correspondence between EIL and Suppliers/Service Providers will be through the portal. Suppliers/Service providers can track the status of the uploaded invoices through the portal.

A user guide on the operation of the portal is available on log in.

URL of the portal is <http://www.eil.co.in/invoiceportal>

Registered Supplier/Contractor can Login with existing Supplier/Contractor code using the radio button.

- Registered Supplier/Contractor in EIL

Non-Registered Supplier/Contractor can Login with PAN No. and generate the password using the radio button.

- Non-Registered Supplier/Contractor

**APPENDICES
TO INSTRUCTIONS TO
BIDDER**

APPENDIX-I TO ITB

INSTRUCTIONS TO BIDDERS FOR E- TENDERING

NOT APPLICABLE

APPENDIX-II TO ITB

TERMS & CONDITIONS FOR REVERSE AUCTION

NOT APPLICABLE

APPENDIX-III TO ITB

DOMESTICALLY MANUFACTURED IRON & STEEL POLICY

Domestic Manufactured iron & steel policy

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

1. Background:

- 1.1 Ministry of steel, Govt of India, vide their notification "The gazette of India, extraordinary part II no. 385 (E) dated 29.05.2019" and amendment vide Gazette notification no. S-13026/1/2020-IDD dated 31.12.2020 notified the revised policy for providing preference to domestically manufactured iron & steel products in government procurement. A copy of the same is available on the website of Ministry of steel(<https://steel.gov.in/policies>)(copy enclosed)

2. Definitions

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A of the policy.
- 2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 5 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 Government for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B of the policy.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A of the policy.
- 2.13 **Domestic value addition** shall mean — amount of value added in India which shall be the total value of item to be procured / sold (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 of item to be procured / sold , in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

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3. Iron & Steel Products

- 3.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy.
- 3.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel.
- 3.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 3.4 The policy is also applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.

4. Tender procedure

- 4.1 The target of domestic value addition in iron and steel business activities has been set as contained in Appendix A and Appendix B of the policy.
- 4.2 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 4.3 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
 - a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
 - b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

5. Domestic value addition requirement

- 5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A.
- 5.2 Domestic value addition shall mean — amount of value added in India which shall be the total value of item to be procured / sold (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 of item to be procured / sold , in percent.
- 5.3 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.
- 5.4 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 5.5 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value

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addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

% domestic value addition

*Total value of the item to be procured / sold
(excluding net domestic indirect taxes) - the value
of imported content in the item (including all
customs duties)*

..... X 100 %

Total value of the item to be procured / sold

6. Certification and audit

- 6.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form 1 attached to these guidelines.
- 6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 6.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 6.4 In case a complaint is received by the procuring agency against the claim of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

The complaint fee and other procuring agency rights thereon shall be as per the policy. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

- 6.5 Any complaint referred to the procuring agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the procuring agency within 2 weeks of filing the complaint.
- 6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring agency. The bidder shall be required to furnish the necessary documentation in

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support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.

- 6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment (i.e., Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher) will be payable by the bidder who has furnished an incorrect certificate.
- 6.8 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Procuring agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- 6.9 In case of detection of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:
- a. Forfeiture of EMD/ CPBG depending upon the stage of detection.
 - b. Banning of business dealings in line with the EIL extant policy.

7. Implementation monitoring by Ministry of Steel

- 7.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 7.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

8. Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 324]

नई दिल्ली, बुधवार, मई 29, 2019/ज्येष्ठ 8, 1941

No. 324]

NEW DELHI, WEDNESDAY, MAY 29, 2019/JYAISTHA 8, 1941

इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 29 मई, 2019

सा.का.नि. 385(अ).—घरेलू रूप से उत्पादित किए जाने वाले लौह एवं स्टील उत्पाद की सरकारी खरीद को प्राथमिकता दिए जाने के लिए संशोधित नीति सामान्य सूचना हेतु प्रकाशित की जाती है।

[फा. सं. 3(2)/2018-आईडीडी]

रसिका चौबे, अपर सचिव

सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2019

1. श्रूमिका

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों (डी एम आई एंड एस पी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित लौह एवं इस्पात उत्पादों जिसे परिशिष्ट क में दिया गया है और परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों के लिए पूंजीगत माल पर लागू होती है।
- 1.3 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

2. परिभाषाएं

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

- 2.2 **घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पाद (डी एम आई एंड एस पी)** वे लौह एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एस ई जैड) शामिल है। इसके अलावा, इस प्रकार के उत्पाद परिशिष्ट क में किये गये उल्लेख के अनुसार घरेलू न्यूनतम मूल्यवर्धन के मानदंडों को पूरा करेंगे।
- 2.3 **घरेलू निर्माता** खंड 7 में दिशा-निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम में दी गई 'निर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक निर्माता है।
- 2.4 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।
- 2.5 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 **एम ओ एस** का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 **निवल बिक्री कीमत** बीजक कीमत होगी जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 **अर्ध तैयार इस्पात** का तात्पर्य इनगोट्स, बिलेट, ब्लूम और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 **तैयार इस्पात** का तात्पर्य सपाट और लंबे उत्पादों से होगा जिन्हें बाद में प्रसाधित कर निर्मित मद बनाया जा सकता है।
- 2.10 **एल1** का तात्पर्य निविदा अथवा अन्य खरीद संबंधी अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य खरीद संबंधी अनुरोधों में प्राप्त निम्नतम निविदा अथवा निम्नतम बोली अथवा निम्नतम भाव से होगा।
- 2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डी एम आई एंड एस पी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए 20 प्रतिशत होगा।
- 2.12 **लौह एवं इस्पात उत्पाद** का तात्पर्य ऐसे लौह एवं इस्पात उत्पादों से होगा जिनका उल्लेख परिशिष्ट क में किया गया है।
- 2.13 **घरेलू मूल्यवर्धन** निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इन्पुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन' परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जाएगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।
- 3. अपवर्जन**
- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी खरीदों के लिये निम्नलिखित शर्तों के अद्यधन छूट प्रदान की जाएगी।
- 3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
- 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
- अपवर्जन संबंधी अनुरोधों को घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों के उपलब्ध न होने के पर्याप्त प्रमाण के साथ स्थायी समिति को प्रस्तुत किया जाएगा।
- 4. स्थायी समिति**
- इस नीति के कार्यान्वयन का पर्यवेक्षण करने के लिए इस्पात मंत्रालय (एम ओ एस) के अधीन एक स्थायी समिति का गठन किया जाएगा। जिसके अध्यक्ष सचिव इस्पात होंगे। इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एम ओ एस) से लिए गए विशेषज्ञ होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :
- 4.1 इस नीति के कार्यान्वयन की मॉनीटरिंग करना
- 4.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और घरेलू बिक्री वर्धन की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित।

- 4.3 खंड 3 के अनुसार खरीद एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।
- 4.4 शिकायत निवारण करने के लिए एक अलग समिति का गठन करना।
- 4.5 स्थायी समिति इस्पात मंत्रालय को अनुमोदन हेतु अपनी सिफारिशें प्रस्तुत करेगी।
- 5. सरकार द्वारा खरीदे जाने वाले लौह एवं इस्पात उत्पादों को अधिसूचित करना**
- 5.1 निम्नलिखित दिशानिर्देशों का उपयोग इस नीति के अंतर्गत उपरोक्त उत्पादों की पहचान करने और उसे अधिसूचित करने के लिए किया जा सकता है :
- 5.1.1 यह नीति परिशिष्ट क में दिए गए अनुसार लौह एवं इस्पात उत्पादों और परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल पर लागू है।
- 5.1.2 परिशिष्ट क में लौह एवं इस्पात उत्पादों की सूची दी गई है जिसका निर्माण अनन्य रूप से घरेलू स्तर पर किया जाना है और उसका आयात इस्पात मंत्रालय के अनुमोदन के बिना नहीं किया जा सकता है।
- 5.1.3 परिशिष्ट ख में पूंजीगत माल की एक सूची (जो विस्तृत नहीं है) दी गई है जिसके लिए खरीद संबंधी बरीयता घरेलू स्तर पर निर्मित पूंजीगत माल को दी जाएगी, यदि उनकी दी गई कीमत सदृश्य आयात किये गये पूंजीगत माल के लिए दी गई कीमत के 20 प्रतिशत के अंदर आती हो।
- 5.1.4 इस नीति का उद्देश्य सभी लौह एवं इस्पात उत्पादों को अधिसूचित करना है जिसकी खरीद सरकारी एजेंसियों द्वारा सरकारी परियोजनाओं के लिए की जाती है और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए उत्पादों के उत्पादन में प्रयोग करने के उद्देश्य से की गई हो।
- 5.1.5 यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा निधि प्रदत्त सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।
- 5.1.6 यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।
- 5.1.7 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी अन्य आवश्यकता को पूरा करने के लिए और/अथवा ई पी सी संविदा को पूरा करने के लिए प्राइवेट एजेंसियों द्वारा लौह एवं इस्पातों की खरीद पर लागू है।
- 5.1.8 घरेलू लौह एवं इस्पात उत्पादों के विभिन्न ग्रेडों की उपलब्धता का विश्लेषण इस नीति के अंतर्गत अधिसूचित करने से पहले करना होगा। केवल उन लौह एवं इस्पात को उत्पादों को जिनके संबंध में कम से कम एक घरेलू निर्माता मौजूद हो, अधिसूचित किया जाएगा। स्थायी समिति से परामर्श किया जा सकता है।
- 5.1.9 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए लागू है।
- 5.1.10 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत मालों की घरेलू खरीद के लिए नीति लौह एवं इस्पात उत्पादों का निर्माण करने के लिए और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से पूंजीगत मालों की खरीद के वास्ते और सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/प्रतिष्ठानों पर लागू है।
- 5.1.11 यह नीति ई पी सी संविदा और/अथवा सार्वजनिक क्षेत्र से इस्पात निर्माताओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों की किसी अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की खरीद पर लागू है।
- 5.1.12 सरकारी एजेंसियां जो लौह एवं इस्पात उत्पादों के निर्माण के लिए पूंजीगत माल और लौह एवं इस्पात उत्पादों की खरीद में उन स्थितियों में शामिल है जहां लौह एवं इस्पात उत्पादों का उल्लेख परिशिष्ट क और परिशिष्ट ख में नहीं किया गया हो, स्थायी समिति को निर्धारित मानदंडों के साथ इस उत्पाद के विवरण और तकनीकी विनिर्देशन उपलब्ध करायेगा। स्थायी समिति खंड 3 और खंड 4 में अधिदेश के अनुसार कार्य करेगी।

- 5.2 इस्पात मंत्रालय (एम ओ एस) परिशिष्ट क में दिए गए न्यूनतम निर्धारित घरेलू मूल्यवर्धन के साथ लौह एवं इस्पात उत्पादों को अधिसूचित करेगा।
- 5.3 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के संबंध में नीतिगत दिशानिर्देश, परियोजना के आकार पर विचार किये बिना परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सभी खरीदों के लिए सार्वजनिक क्षेत्र के इस्पात निर्माताओं पर लागू होंगे।
- 5.4 परिशिष्ट क में लौह एवं इस्पात उत्पादों के लिए तथा परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए सुझाव दिए गए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता घरेलू आपूर्तिकर्ता का आधार, आपूर्तिकर्ताओं की संख्या और खपत की तुलना में आयात का अनुपात जैसे कारकों के आधार पर तय किया गया है।
- 5.5 घरेलू मूल्यवर्धन आवश्यकता संबंधी मानदंडों का इस प्रकार से निर्धारण किया जाएगा जिस से कि यह किसी दिए गए समय में लौह एवं इस्पात उत्पादों के लिए घरेलू उद्योग की औमत/औसत से अधिक निर्माण क्षमता दर्शाता हो। स्थायी समिति द्वारा समय समय पर उपयुक्त रूप से इसकी समीक्षा की जाएगी और आवश्यकता पड़ने पर इस्पात मंत्रालय के अनुमोदन से इसमें संशोधन किया जाएगा।
- 6. सरकार एवं सरकारी एजेंसियों द्वारा खरीद के लिए निविदा प्रक्रिया**
- 6.1 खरीद करने वाली/सरकारी एजेंसियां डी एम आई एंड एस पी का पालन करते समय वित्त मंत्रालय और सी बी सी के अनुदेशों के अनुसार मानक खरीद संबंधी प्रक्रियाओं का पालन करेगी। यह नीति सभी निविदाओं जहां कीमत बोली नहीं खोली गई है, में इसके अधिसूचना की तिथि से लागू होगी।
- 6.2 दोनों वस्तुओं की खरीद तथा ई पी सी संविदाओं के लिए निविदा दस्तावेज में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए लौह एवं इस्पात उत्पादों तथा पूंजीगत माल (जैसा कि परिशिष्ट क और परिशिष्ट ख में दर्शाया गया है, के लिए बोली लगाने वाले द्वारा न्यूनतम निर्धारित घरेलू मूल्यवर्धन का पालन करने के लिए अर्हता मानदंडों का स्पष्ट उल्लेख होना चाहिए।
- 6.3 घरेलू उत्पादों के विकास का सहयोग करने में, लौह एवं इस्पात व्यापार क्रियाकलापों में घरेलू मूल्यवर्धन का लक्ष्य निर्धारित किया गया है जिसे परिशिष्ट क और परिशिष्ट ख में दिया गया है।
- 6.4 परिशिष्ट क में लौह और इस्पात उत्पादों के खरीद की प्रक्रिया केवल उन निर्माताओं/आपूर्तिकर्ताओं के लिए ही खुली रहेगी जिसमें घरेलू मूल्यवर्धन लक्ष्यों को पूरा करने/उससे ज्यादा पूरा करने की क्षमता हो। घरेलू मूल्यवर्धन लक्ष्यों को पूरा न करने वाले निर्माता/आपूर्तिकर्ता बोली लगाने में भाग लेने के लिए पात्र नहीं हैं।
- 6.5 परिशिष्ट ख में दी गई मदों के मामलों में, यदि खरीद करने वाली कंपनी की राय में, निविदाओं (खरीदी गई मात्रा) को 50:50 के निर्धारित अनुपात में नहीं बांटा जा सकता है, तब उनके पास मात्रा जो 50 प्रतिशत से कम नहीं हो, जो कि विभाज्य हो, के लिए पात्र घरेलू निर्माता को संविदा देने का अधिकार होगा।
- 6.6 उपर्युक्त शर्त को जारी रखते हुए, परिशिष्ट ख की मदों के लिए, यदि निविदा दी गई मद विभाज्य न हो (खरीद करने वाली कंपनी द्वारा निविदा दस्तावेज में शामिल किए जाने के लिए) यह संविदा समग्र मात्रा के लिए पात्र घरेलू निर्माता को दी जा सकती है।
- 6.7 परिशिष्ट ख के मदों के मामलों में, यदि घरेलू मूल्यवर्धन की आवश्यकताओं को पूरा करने वाले पात्र निर्माताओं में से कोई भी एल1 की बोली के अनुरूप न हो, तब एल1 की बोली धारण करने वाले मूल बोली लगाने वाला खरीद के पूर्ण मूल्य के लिए आदेश प्राप्त करेगा।
- 6.8 वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं के बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं इस नीति के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं। हालांकि, यह निम्नलिखित शर्तों के अधीन होगा।
- 6.8.1 बोली लगाने वाले घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों की बिक्री करने के लिए घरेलू निर्माता द्वारा जारी किए गए अधिकार प्रमाण पत्र प्रस्तुत करेगा।

- 6.8.2 यदि खरीद को डी एम आई एंड एस पी नीति के परिशिष्ट क के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किया गया स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह और इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.3 यदि खरीद को डी एम आई एंड एस पी नीति के परिशिष्ट ख के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि लौह और इस्पात उद्योग में उपयोग किये जाने वाले पूंजीगत माल का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.4 बोली लगाने वाले की यह जिम्मेदारी होगी कि वह इस नीति के अनुसार खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किये जाने के लिए अपेक्षित अन्य आवश्यक दस्तावेज प्रस्तुत करे।

7. घरेलू मूल्यवर्धन आवश्यकता

- 7.1 घरेलू रूप में निर्मित लौह और इस्पात उत्पाद अथवा पूंजीगत माल के रूप में उत्पाद के रूप में पात्र होने के लिए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता का उल्लेख परिशिष्ट क और परिशिष्ट ख में किया गया है।
- 7.2 घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जाएगी।
- 7.2.1 यदि लौह और इस्पात उत्पादों को घरेलू इनपुट इस्पात (अर्ध तैयार/तैयार इस्पात) का उपयोग करके निर्माण किया जाता हो, तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक घरेलू उत्पादों से खरीद का बीजक खरीद करने वाली सरकारी एजेंसी को अवश्य प्रस्तुत किया जाना चाहिए।
- 7.2.2 यदि लौह एवं इस्पात उत्पादों ने इनपुट इस्पात का आयात किया हो तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक उत्पादकों से खरीदों के बीजकों को अलग से प्रस्तुत किया जाना चाहिए। घरेलू मूल्यवर्धन की सीमा निकालने के लिए, दोनों इनपुट इस्पातों (आयात किये और घरेलू) की भारत औसत पर विचार यह सुनिश्चित करने के लिए किया जाएगा कि इस नीति की न्यूनतम निर्धारित घरेलू मूल्यवर्धन आवश्यकता का पालन किया गया है।
- 7.3 यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।

लौह एवं इस्पात उत्पादों के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत - संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

पूंजीगत माल के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत - संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

8. प्रमाणन और लेखा परीक्षण

- 8.1 परिशिष्ट क में दिए गए उत्पादों के लिए, प्रत्येक घरेलू निर्माता यह घोषणा करते हुए खरीद करने वाली सरकारी एजेंसी को स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह एवं इस्पात उत्पाद का निर्धारित घरेलू मूल्यवर्धन के संबंध में घरेलू स्तर पर निर्माण किया गया है। परिशिष्ट ख के पूंजीगत माल के लिए, बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि पूंजीगत माल का निर्माण घरेलू स्तर पर निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं का एकमात्र बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं, ई पी सी के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं।

बोली लगाने वाला घरेलू निर्माताओं के द्वारा जारी किए गए स्व-प्रमाणन और सांविधिक लेखा परीक्षकों द्वारा जारी किये गये प्रमाणनों को यह घोषणा करते हुए खरीद करने वाली एजेंसी को प्रस्तुत करेगा कि लौह एवं इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। स्व प्रमाणन का शपथ पत्र इन दिशानिर्देशों से संलग्न प्रपत्र 1 में प्रस्तुत किया जाएगा।

- 8.2 घरेलू निर्माता की यह जिम्मेदारी होगी कि वह यह सुनिश्चित करे कि इस प्रकार से दावा किये गये उत्पादों का घरेलू स्तर पर उस उत्पाद के लिए निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। बोली लगाने वाले से यह भी अपेक्षित होगा कि वह घरेलू निर्माता के सांविधिक लेखा परीक्षकों द्वारा विधिवत प्रमाणित अर्धवार्षिक (सितंबर 30 और मार्च 31) आधार पर घरेलू मूल्यवर्धन प्रमाणपत्र उपलब्ध कराये कि पहले 6 महीनों के दौरान इस उत्पाद के लिए किये गये घरेलू मूल्यवर्धन के दावे इस नीति के अनुसार हैं। इस प्रकार के प्रमाण पत्र को संबंधित सरकारी एजेंसियों को प्रत्येक छमाही के शुरू होने के 60 दिनों के भीतर प्रस्तुत किया जाएगा और उस उत्पादों की आपूर्ति को पूरा करने तक प्रस्तुत करता रहेगा।
- 8.3 खरीद करने वाली एजेंसी बोली लगाने वाले द्वारा प्रस्तुत किये गये इस्पात उत्पाद में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन का शपथ पत्र स्वीकार करेगा। सामान्य तौर पर खरीद करने वाली एजेंसी की यह जिम्मेदारी होगी कि वह इस दावे की सत्यता की जांच करे। इसकी सत्यता प्रदर्शित करने की जिम्मेदारी बोली लगाने वाले की होगी जब उसे ऐसा करने के लिए कहा जाए।
- 8.4 यदि खरीद करने वाली एजेंसी अथवा संबंधित सरकारी एजेंसी द्वारा लौह एवं इस्पात उत्पादों में घरेलू मूल्यवर्धन के संबंध में बोली लगाने वाले के दावे के विरुद्ध कोई शिकायत प्राप्त होती है तब खरीद करने वाली एजेंसी के पास सभी संबंधित दस्तावेजों का निरीक्षण करने और उसकी जांच करने तथा निर्णय लेने का पूर्ण अधिकार होगा। यदि कोई स्पष्टीकरण की आवश्यकता होती है तब मामले को तकनीकी सहायता के लिए अनुरोध के साथ इस्पात मंत्रालय को भेजा जा सकता है।
- 8.5 सरकारी एजेंसी को भेजे गए किसी शिकायत का निपटारा सभी आवश्यक दस्तावेजों को प्रस्तुत करने के साथ इसे भेजे जाने के 4 सप्ताह के भीतर किया जाएगा। बोली लगाने वाले से यह अपेक्षित होगा कि वह शिकायत दायर करने के 2 सप्ताह के भीतर सरकारी एजेंसी को लौह एवं इस्पात उत्पादों में दावा किये गये घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।
- 8.6 यदि इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोली लगाने वाले से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोली लगाने वाले से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे। यदि बोली लगाने वाले द्वारा कोई सूचना प्रस्तुत नहीं की जाती है तब शिकायत निवारण समिति दावे की प्रामाणिकता अधिक करने के लिए सरकारी एजेंसी के परामर्श से आगे आवश्यक कार्रवाई कर सकती है।
- 8.7 घरेलू मूल्यवर्धन की निर्धारित सीमा का आकलन करने की लागत का वहन खरीद करने वाली एजेंसी द्वारा किया जाएगा यदि घरेलू मूल्यवर्धन प्रमाण पत्र के अनुसार सही पाया गया हो। हालांकि, यदि ऐसा पाया गया हो कि दावा किए गए अनुसार घरेलू मूल्यवर्धन सही नहीं है तब आकलन की लागत बोली लगाने वाले द्वारा भुगतान के योग्य होगी जिन्होंने एक गलत प्रमाण पत्र प्रस्तुत किया है। इसे लागू करने के तरीके को निविदा दस्तावेज में परिभाषित किया जाएगा।

9. प्रतिबंध

- 9.1 प्रत्येक सरकारी एजेंसी निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोली लगाने वाले के द्वारा गलत घोषणा किए जाने की स्थिति में दण्ड को स्पष्ट रूप से परिभाषित करेगा। इस दण्ड में ऐसे निर्माता/सेवा प्रदाता की ई एम डी को जब्त करना, अन्य वित्तीय दंड लगाना और उसे काली सूची में डालना शामिल हो सकता है।
- 9.2 संबंधित बोली लगाने वाले के द्वारा इस्पात मंत्रालय को किसी प्रकार की शिकायत भेजे जाने की स्थिति में, 10 लाख रुपए अथवा खरीदी जा रही डी एम आई एंड एस पी के मूल्य का 0.2 प्रतिशत (अधिकतम 20 लाख के अध्यक्षीन) इसमें से जो भी अधिक हो, का शिकायत शुल्क होगा जिसका भुगतान शिकायतकर्ता द्वारा शिकायत के साथ इस्पात मंत्रालय के अधीन शिकायत निवारण समिति के पास जमा किए गए डिमाण्ड ड्राफ्ट के द्वारा किया जाएगा। यदि, शिकायत को सही नहीं पाया जाता है तब सरकारी एजेंसी के पास उक्त राशि को जब्त करने का अधिकार सुरक्षित है। यदि शिकायत पर्याप्त रूप से सही पाई जाती है तब शिकायतकर्ता द्वारा जमा किए गए शुल्क को बिना किसी ब्याज के वापिस किया जाएगा।

10. इस्पात मंत्रालय द्वारा कार्यान्वयन की मॉनीटरिंग

- 10.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे। इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।
- 10.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की मानीटरिंग करने के लिए नोडल मंत्रालय होगा।
- 10.3 डी एम आई एंड एस पी नीति के अंतर्गत सभी लागू एजेंसियां इस नीति का कार्यान्वयन सुनिश्चित करेंगी और वार्षिक रूप से जून के महीने में एक घोषणा भेजेगी जिसमें इस नीति के अनुपालन की सीमा और पिछले वित्तीय वर्ष के दौरान उसके अनुपालन न किए जाने के कारणों को दर्शाया जाएगा।

इस्पात मंत्रालय को संदर्भ

किसी ऐसे प्रश्न की स्थिति में कि क्या खरीदी जा रही मद इस नीति के अंतर्गत शामिल किए जाने वाले डी एम आई एंड एस पी है, इस मामले को स्पष्टीकरण के लिए इस्पात मंत्रालय के पास भेजा जाएगा।

परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोल (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%
5	600 मि. मी. से कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से षेन हुआ क्वाइल में बार्स और रॉड, हॉट रोल	7213	35%
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	35%
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रॉड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शैप और सेक्शन	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शैप और सेक्शन	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात की रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, सीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7227	15%
26	अन्य एलॉय स्टील का अन्य बार्स और रॉड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रॉड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	15%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	15%
29	300 लीटर से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, बैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	15%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	15%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	15%
32	लौह अथवा इस्पात का स्टेडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	15%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; द्विवस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से द्विवस्ट किया हुआ डबल वायर	7313	15%
34	लौह अथवा इस्पात तार का ड्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	15%

35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	15%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	15%
37	लौह एवं इस्पात की वस्तुएं	7317	15%
38	लौह एवं इस्पात की वस्तुएं	7318	15%
39	लौह एवं इस्पात की वस्तुएं	7319	15%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीक्स	7320	15%
41	लौह अथवा इस्पात का स्टोक्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	15%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	15%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	15%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसको पाटर्स	7324	15%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	15%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	15%
47	रेलवे अथवा ट्रामवे पैसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगें जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं; विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।

परिशिष्ट छ

लौह और इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

क्र. सं.	संयंत्र शौप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चा माल संभाल प्रणाली	चूर्ण की हुई सामग्री के लिए एग्रोन फीडर, बेरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिव्स ब्रेक्स, टैंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार गरडर ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन एयर कंडीशनिंग, फ्यूड कप्लिंग, 4 लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/पाडेल फीडर, न्यूमेटिक दुलाई - घना एवं लिन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/फ्लेड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिपलर्स, ट्रांसफर कार, टॉम्स (स्पेशल), बाइब्रेशन, आइसोलेशन प्रणाली (स्परिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रीयल क्रशर्स, ग्राइनिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%

3	कॉक अवेन	कोक ओवन सिलिका रिफेक्टरी, एन्करेज सिस्टम, ब्रॉव नरइन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, बाल बॉक्स, ए पी लिड, चार्जिंग और इंस्पेक्शन होल लिड एंड फ्रेम रिक्सिंग मेकेनिजम, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्किप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/रिक्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टेटिक तार प्रेसिपिटेटर, H ₂ S, NH ₃ और नपथलिन स्कूबर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिक्व पम्प, क्लास किन, क्लाक रिरेक्टर, वेस्ट हीट बायलर, डिक्लेटर्स	50%
5	सिंटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्पोकट ऐसेम्बली कवर्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और ग्रिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर ऐसेम्बली, सिन्टर मशीन का ड्राइव ऐसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्पोकट ऐसेम्बली कवर्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर ऐसेम्बली, इनडुरेटिंग मशीन का ड्राइव ऐसेम्बली, उच्च तीव्रता वाला मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	50%
7	ब्लास्ट फरनेस उपकरण	ब्लेडर बाल के साथ बेल रहित टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस क्लिलिंग प्लांट प्रणाली, इसके बाइस-पास बाल सहित टॉप रिक्वरी टूबाइन सिस्टम, डि-ब्रिकिंग मशीन, रि-नेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइंडिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक ऐसेम्बली, वेस्ट हीट रिक्वरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टेव प्रौद्योगिकीय बाल, एब्व ब्रंडन प्रोब्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिडर्स, टूबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO ₂ रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सस्पेंशन प्रणाली, ट्रनिअन बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लपिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोविंग/बोटम स्टीरिंग के लिए बाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस साफ्टवेयर/हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, होट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लेग पोट, स्लग पोट ट्रांसफर कार, स्क्रैप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकर के बंकर, बिन बाइनेटर, वेडिंग हूपर, अनुरक्षण स्टेण्ड, डी डस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टेड, स्टेड क्लीनिंग स्टेक इंस्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिशन सिस्टम, स्क्रबिंग टोवर सेल - वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल	50%

		प्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, वेग ब्रिज, स्लग रिटेनिंग उपकरण	
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फ्रनेस लोवर सेल, अपर सेल और रूफ, टिलटिंग प्लेटफार्म, फ्रनेस गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोल रेगुलेशन प्रणाली, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल I एंड II आटोमेशन सिस्टम के पार्ट्स। एल एफ - वाटर कूल्ड लेडल रूफ, इलेक्ट्रोड मास्ट एंड आमर्स, इलेक्ट्रोड रेगुलेशन सिस्टम, वायर फिडिंग सिस्टम, बोटम इनड्रट गैस स्टिरिंग वाल सिस्टम पोरुस प्लग और टॉप लांस के लिए, इमरजेंसी लांसतंत्र, ड्राइव यूनिट के साथ लांस केरेजि सिस्टम, स्वचालित तापक्रम, सेम्पलिंग और बाथ लेवल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्मजन लांस, ड्राइव यूनिट के साथ लांस केरेज सिस्टम, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, बेक्यूम वेसेल, वेसेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिंग सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/स्टेशन, इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टेरिंग वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफेक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ लिफ्टिंग सिलेंडर, लूब्रिकेशन प्रणाली, सक्शन हूड, डम्पर, वाइब्रो फीडर, वेइंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिलिंग स्टेड, केन, होइस्ट, तापमान और सेम्पलिंग टिप्स, लेडल स्टैंड, ई एस पी, डिडकिंग हूड, रिफेक्ट्री, वेग फिल्टर, केन इत्यादि।	50%
11	सतत कास्टिंग उपकरण	लाडले टरेट, लेडल कवर मेनिपुलेटर, लेडल शारउड मेनिपुलेटर, टनडिस कार, कंटिन्यूअस टनडिस टेम्पेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रूड मेकेनिजम, इमरजेंसी कट-आफ गेट, मोल्ड एसेम्बली, नोजल त्रिक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विडड्रावल एंड स्ट्रेचटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेंजर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेबरर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफेक्ट्रीज, स्ट्रेंड गन्डे सेगमेंट, टनडिश, लाडले कवर, रोलर टेबल एंड आक्सीलिरिज, माल्ड एंड सेगमेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर सिस्टम	50%
12	फ्लेट मिल प्रोडक्ट	लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, इंड स्पिडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/टिनशन रिल/अनक्वाइलर, ए जी सी सिलंडर, शेयर्स, लेवेलेर्स, लाजर वेल्डर, पेकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, गियर बॉक्स, मिल मोटर्स	50%
13	लॉंग मिल प्रोडक्ट	मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्स; रोलर टेबल, कॉयलर /टेंशन रिल /अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कानटेक्ट गॉज/प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर	50%

* परिशिष्ट ख में मर्चे निर्माण करने वाले इत्यात के लिए पूंजीगत सामानों की एक सांकेतिक सूची है, यह सूची विस्तृत नहीं है। इत्यात के निर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम घरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद वरीयता के लिए विचार किया जाएगा।

फार्म - 1

100/- रुपए के स्टाम्प पेपर पर दिए जाने के लिए लौह एवं इस्पात उत्पादों/पूँजीगत मालों में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन शपथ के लिए प्रपत्र :

मैं _____ सुपुत्र, सुपुत्री, पत्नी, _____ का निवासी _____
एतद् द्वारा निष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ :

कि मैं अधिसूचना सं. : _____ के माध्यम से जारी किए गए भारत सरकार की नीति के नियम और शर्तों का पालन करने के लिए सहमत होऊंगा।

कि यहां नीचे दी गई सूचना मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से खरीद करने वाली एजेंसी के समक्ष संगत रिकार्ड प्रस्तुत करने का वचन देता हूँ।

कि सभी इनपुट्स के लिए घरेलू मूल्यवर्धन जिसमें उक्त लौह एवं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और मैं उसमें किये गये दावों की सत्यता के लिए जिम्मेदार हूँ।

कि इसमें उल्लिखित उत्पाद घरेलू मूल्यवर्धन सही नहीं पाये जाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा नहीं किये जाने की स्थिति में, घरेलू मूल्यवर्धन का आकलन करने के उद्देश्य से खरीद करने वाली एजेंसी के आकलन के आधार पर मैं 36 महीनों की अवधि के लिए किसी सरकारी निविदा से अयोग्य ठहराया जाऊंगा। इसके अलावा मैं इस प्रकार के आकलन की सभी लागतों का वहन करूंगा।

कि मैंने अधिसूचना संख्या _____ जिसमें सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को बरीयता दी गई है, में संदर्भित सभी शर्तों का पालन किया है और यह कि खरीद करने वाली एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ई एम डी को जब्त करे। मैं यह भी वचन देता हूँ कि आकलन की लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी दण्ड राशि का भुगतान करूंगा।

मैं 8 वर्षों की अवधि के लिए कम्पनी के रिकार्ड में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा।

- i. बोली लगाने वाले का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तिथि जब यह प्रमाण पत्र जारी किया गया है।
- iii. लौह एवं इस्पात उत्पाद जिसके लिए इस प्रमाण पत्र को प्रस्तुत किया जाता है।
- iv. खरीद करने वाली एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया जाता है।
- v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के आरंभिक मूल्य को पूरा करता है।
- vi. विनिर्माता की इकाई का नाम और संपर्क विवरण
- vii. लौह और इस्पात उत्पादों की निवल बिक्री कीमत
- viii. संयंत्र तक भाड़ा, बीमा और रखरखाव
- ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।
- x. इनपुट इस्पात जिसकी आपूर्ति घरेलू स्तर पर की जाती है की सूची और कुल लागत
- xi. कृपया यदि इनपुट इन हाऊस नहीं हो तब आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।
- xii. आयात किये गये इनपुट इस्पात के लिए, सी आई एफ मूल्य, शुल्क और करों, पोर्ट पर उतारने से संबंधित प्रभारों और अंतर्देशीय भाड़े की लागत के ब्यौरे के साथ भारतीय पोर्ट पर पहुंच कीमत।

(प्रतिष्ठान/कंपनी का नाम) के लिए और उसकी ओर से

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

<नाम, पदनाम और संपर्क सं. की प्रविष्टि करें>

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 29th May, 2019

G.S.R. 385(E).—The revised Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement is hereby published for general information.

[F. No.3(2)/2018-IDD]

RASIKA CHAUBE, Addl. Secy.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019

1 Background

- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.
- 1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2 Definitions

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.
- 2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A.
- 2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3 Exclusions

- 3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions.
- 3.1.1 Where specific grades of steel are not manufactured in the country, or
- 3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources

The exclusion requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of domestically manufactured iron & steel products

4 Standing Committee

A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry / Industry Association / Government Institution or Body / Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:

- 4.1 Monitoring the implementation of the policy
- 4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.
- 4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3
- 4.4 Constitute a separate committee to carry out grievance redressal
- 4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

5 Notifying Iron & Steel Products Procured by Government

- 5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:
- 5.1.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.
- 5.1.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 5.1.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products.
- 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.
- 5.1.7 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.
- 5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.
- 5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.
- 5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.
- 5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/entities under their administrative control

- 5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.
- 5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.
- 5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.
- 5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.
- 5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.

6 Tender procedure for procurement by government and government agencies

- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)
- 6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.
- 6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.
- 6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.
- 6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.
- 6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- 6.8.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
- 6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

7 Domestic value addition requirement

- 7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.
- 7.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 7.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.
- 7.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For Iron and Steel products

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$

For Capital Goods

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported input materials at plant}}{\text{Net selling price of final product}} \times 100\%$$

8 Certification and audit

- 8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form I** attached to these guidelines.
- 8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim

of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

9 Sanctions

- 9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.
- 9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

10 Implementation monitoring by Ministry of Steel

- 10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

Appendix A - Exclusive for domestically manufactured products

Sl. No.	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%

4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	15%
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	15%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	15%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	15%

30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	15%
31	Containers for compressed or liquefied gas, of iron or steel	7311	15%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	15%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	15%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	15%
35	Chain and parts thereof, of iron or steel	7315	15%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	15%
37	Articles of iron and steel	7317	15%
38	Articles of iron and steel	7318	15%
39	Articles of iron and steel	7319	15%
40	Springs and leaves for springs, of iron or steel	7320	15%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	15%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	15%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	15%
44	Sanitary ware and parts thereof, of iron or steel	7324	15%
45	Other cast articles of iron or steel	7325	15%
46	Electrical steel and other articles of iron or steel	7326	15%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix

Appendix B

Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products

Sl. No.	Plant shop	Capital goods	Minimum domestic value addition requirement
1	Raw material handling system	Apron feeder, barrel couplings, heavy duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, fork lift trucks, hydraulic motors, hydraulic system, locking assembly (friction grip), load cells, level sensors, pipe	50%

		conveyor system, plough/ paddle feeder, pneumatic transportation - dense & lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tipplers, wagon loaders	
2	Mineral benefaction (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hydrate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H ₂ S, NH ₃ & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stove coolers, Copper stove coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere & Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO ₂ removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	50%

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O ₂ measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system. Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipping stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducing hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould& segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

**Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%*

Form-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:

I _____ S/o, D/o, W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

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

<Insert Name, Designation and Contact No.>



सत्यमेव जयते

भारत का राजपत्र

The Gazette of India

सी.जी.-डी.एल.-अ.-04012021-224171
CG-DL-E-04012021-224171

असाधारण
EXTRAORDINARY

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

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 1]
No. 1]

नई दिल्ली, शुक्रवार, जनवरी 1, 2021/पौष 11, 1942
NEW DELHI, FRIDAY, JANUARY 1, 2021/PAUSHA 11, 1942

इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 31 दिसम्बर, 2020

सा.का.नि. 1(अ).—सरकारी प्रापण में देशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने हेतु नीति (डीएमआई एंड एसपी नीति) – परिशोधित, 2019 में संशोधनों को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है:

"सं. S-13026/1/-2020-आईडीडी

इस्पात मंत्रालय

आईडीडी प्रभाग

उद्योग भवन,

नई दिल्ली 31 दिसंबर, 2020

विषय : सरकारी खरीद में घरेलू निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-में संशोधन/परिवर्धन

सरकारी खरीदमें स्वदेशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-(डीएमआईएंडएसपी परिशोधित, 2019) में निम्नलिखित संशोधन/ परिवर्धन तत्काल प्रभाव से लागू हैं। ये संशोधन/

परिवर्धन ऐसी निविदा या खरीद पर लागू नहीं होंगे जिनके लिए निविदा आमंत्रित करने वाला नोटिस अथवा अन्य प्रकार का खरीद अध्याचन इस अधिसूचना के जारी होने से पूर्व जारी हुआ है।

1 – संशोधन:तालिका 1

क्रम सं.	डीएमआईएंडएसपी परिशोधित 2019 ,में मौजूदा खंड	डीएमआईएंडएसपी परिशोधित 2019 ,में संशोधित खंड
1	<p>खंड 1.3:</p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्तपोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>	<p>खंड 1.3:</p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है।</p> <p>हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>
2	<p>खंड 2.13:</p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत(निवलघरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र(सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूपहोगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलूमूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>	<p>खंड 2.13:</p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)। घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>

<p>3 खंड 5.1.5</p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त-पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।</p>	<p>खंड 5.1.5</p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/अंशतः वित्तपोषित किया जाता है</p>
<p>4 खंड 5.1.6</p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।</p>	<p>खंड 5.1.6</p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों (डीएमआई एंड एसपी नीति का परिशिष्ट-क) का खरीद मूल्य 5लाख रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 5 लाख करोड़ रुपए से अधिक होता हो। तथापि, प्रापण इकाइयों द्वारा इस बात को सुनिश्चित किया जाएगा कि इस नीति के प्रावधानों से बचने के प्रयोजनार्थ खरीद का विभाजन न किया जाए।</p>
<p>5 खंड 7.2</p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजककीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जायेगी।</p>	<p>खंड 7.2</p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)।</p>
<p>6 खंड 7.3</p> <p>यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों के लिए % घरेलू मूल्यवर्धन</p> <p>अंतिम उत्पाद की निवल बिक्री कीमत- संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत----- X100%</p>	<p>खंड 7.3</p> <p>यह सिफारिश की जाती है कि प्रापण करने वाली सरकारी एजेंसी/ निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों तथा पूंजीगत माल के लिए % घरेलू मूल्यवर्धन</p> <p>खरीदी/बेची जाने वाली वस्तु का कुल मूल्य (निवल घरेलू अप्रत्यक्ष करों को छोड़कर - मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित) ----- -----X100%</p>

अंतिम उत्पाद की निवल ब्रिकी कीमत पूँजीगत माल के लिए % घरेलू मूल्यवर्धन अंतिम उत्पाद की निवल ब्रिकी कीमत- संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत-----X 100% अंतिम उत्पाद की निवल ब्रिकी कीमत	खरीदी/बेची जाने वाली वस्तु का कुल मूल्य
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II डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में निम्नलिखित संशोधन किया जाता है:- जहां कहीं न्यूनतम घरेलू मूल्य वर्धन आवश्यकता कॉलम के अंतर्गत डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में 15% का न्यूनतम घरेलू मूल्य वर्धन विनिर्दिष्ट होगा, वहां उसे 20% न्यूनतम घरेलू मूल्यवर्धन से प्रतिस्थापित कर दिया जाएगा (परिशोधित परिशिष्ट-क संलग्न है)

III- परिवर्धन/सन्निवेशन: तालिका 2

क्रम सं	डीएमआईएंडएसपी परिशोधित, 2019 में शामिल/जोड़े गये खंड
1	<p>खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खण्ड 5.1.13: लोहे और इस्पात उत्पादों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआई और एसपी नीति का परिशिष्ट-क)। लोहे और इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु तक हो, (डीएमआई और एसपी नीति के परिशिष्ट- ख) के लिए पूँजीगत सामानों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी,</p>
2	<p>खंड 6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:</p> <p>6.9.1 प्रत्येक क्रय इकाई यह सुनिश्चित करेगी कि किसी भी निविदा या अधियाचन में निर्धारित पिछले अनुभव के संबंध में पात्रता की शर्तों हेतु अन्य देशों में आपूर्ति के प्रमाण या निर्यात के प्रमाण की आवश्यकता नहीं है।</p> <p>6.9.2 क्रय इकाईयाँ यह देखने का प्रयास करेंगी कि पात्रता की शर्तों, जैसे टर्नओवर, उत्पादन क्षमता और वित्तीय ताकत जैसे मामलों में वैसे स्थानीय आपूर्तिकर्ता का अनुचित अपवर्जन नहीं होता है 'जो आपूर्तिकर्ता की गुणवत्ता या साख संबंधी पात्रता सुनिश्चित करने के लिए जो आवश्यक है, उससे परे अन्यथा पात्र होंगे।</p> <p>6.9.3 क्रय इकाईयाँ, इस नीति के जारी होने के 2 महीने के भीतर ऊपर उप-पैराग्राफ 6.9.1 और 6.9.2 के संदर्भ में सभी मौजूदा पात्रता मानदंडों और शर्तों की समीक्षा करेंगी।</p> <p>6.9.4 यदि इस्पात मंत्रालय इस बात से संतुष्ट है कि लौह और इस्पात उत्पादों के भारतीय आपूर्तिकर्ताओं को प्रतिबंधात्मक निविदा शर्तों के कारण किसी भी विदेशी सरकार द्वारा खरीद में भाग लेने और / या प्रतिस्पर्धा करने की अनुमति नहीं है, जिसका भारतीय कंपनियों को प्रतिबंधित करने पर प्रत्यक्ष या अप्रत्यक्ष प्रभाव पड़ता है, जैसे कि प्रापण देश में पंजीकरण, प्रापण देश इत्यादि में विशिष्ट मूल्य की परियोजना का निष्पादन इत्यादि। यदि उपयुक्त समझा जाएगा तो उस देश के बोलीदाताओं को इस्पात मंत्रालय से संबंधित उस वस्तु तथा/ या अन्य वस्तुओं की खरीद के लिए पात्रता से प्रतिबंधित या अपवर्जित किया जा सकता है।</p> <p>6.9.5 ऊपर उप-पैरा 6.9.4 के प्रयोजन से, किसी आपूर्तिकर्ता या बोलीदाता को उस देश से माना जाएगा यदि (i) इकाई को उस देश में निगमित किया गया है, या (ii) उसकी शेयरधारिता या इकाई का प्रभावी नियंत्रण उस देश से किया जाता है; या (iii) आपूर्ति की जा रही वस्तु के मूल्य का 50% से अधिक उस देश में शामिल किया गया है। भारतीय आपूर्तिकर्ताओं का अर्थ उन संस्थाओं से होगा जो भारत के संबंध में इनमें से किसी भी मानदंड को पूरा करते हैं। किसी देश की 'इकाई' (एन्टिटी) शब्द का अर्थ वहीं होगा जो डीपीआईआईटी की एफडीआई नीति के तहत समय-समय पर यथा संशोधित के अंतर्गत है।</p>

3	<p>खंड 6.10 को खंड 6.9 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खंड 6.10: यदि घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तों को बोली दस्तावेजों में शामिल किया जाता है, तो उस के लिए जिम्मेदारी तय करने के लिए खरीद (इसके प्रशासनिक नियंत्रणाधीन किसी ईकाई द्वारा खरीद सहित) करने वाले प्रशासनिक विभाग द्वारा जांच शुरू की जाएगी। तत्पश्चात्, संबंधित प्रावधानों के तहत खरीद संस्थाओं के अधिकारियों के खिलाफ उचित, प्रशासनिक या अन्यथा कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआई और एसपी नीति के तहत स्थायी समिति को भेजी जाएगी।</p>
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संशोधित परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए विशिष्ट रूप से

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोल (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%
5	600 मि. मी. कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल	7213	35%
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	35%
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रॉड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेष और सेक्शन्स	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेष और सेक्शन्स	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, सीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/ कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रोड, हॉट रोल्ड	7227	20%
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रोड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	20%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटेड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	20%
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	20%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	20%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	20%

32	लौह अथवा इस्पात का स्टैंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	20%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	7313	20%
34	लौह अथवा इस्पात तार का ड्रील, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	20%
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	20%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	20%
37	लौह एवं इस्पात की वस्तुएं	7317	20%
38	लौह एवं इस्पात की वस्तुएं	7318	20%
39	लौह एवं इस्पात की वस्तुएं	7319	20%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	20%
41	लौह अथवा इस्पात का स्टोव्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	20%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	20%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	20%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसकेपार्ट्स	7324	20%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	20%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	20%
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं; विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।"

[फा. सं. एस-13026/1/2020-आईडीडी]

रसिका चौबे, अपर सचिव

MINISTRY OF STEEL
NOTIFICATION

New Delhi, the 31st December, 2020

G.S.R. 1(E).—The amendments in the Policy for providing preference to domestically manufactured Iron & Steel products in Government procurement (DMI&SP Policy)—Revised, 2019 is hereby published for general information.

"No. S-13026/1/2020- IDD

Ministry of Steel

ID Division

Udyog Bhawan,

New Delhi 31st December, 2020

Sub.: Amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019

The following amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019 (DMI&SP revised, 2019) are applicable with immediate effect. These amendments / additions shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this notification.

I - Amendments: Table 1

Sl. No.	Existing Clause in DMI&SP revised, 2019	Amended Clause in DMI&SP revised, 2019
1	<p><u>Clause 1.3:</u> The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.</p>	<p><u>Clause 1.3:</u> The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u> However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.</p>
2	<p><u>Clause 2.13:</u> Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.</p>	<p><u>Clause 2.13:</u> Domestic value addition means - <u>amount of value added in India which shall be the total value of the item to be procured / sold (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 of the item to be procured / sold, in percent.</u> The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.</p>

3	<p>Clause 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products.</p>	<p>Clause 5.1.5: The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u></p>
4	<p>Clause 5.1.6: The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.</p>	<p>Clause 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.</p>
5	<p>Clause 7.2: Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.</p>	<p>Clause 7.2: Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (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 of the item to be procured / sold, in percent.</p>
6	<p>Clause 7.3: It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p>For iron and steel products</p> <p><u>% domestic value addition</u></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant-----</i> <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p> <p>For capital goods</p> <p><u>% domestic value addition</u></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant</i> <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p>	<p>Clause 7.3: It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p>For iron and steel products & capital goods</p> <p><u>% domestic value addition</u></p> <p><i>Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)</i> <i>----- X 100 %</i></p> <p><i>Total value of the item to be procured / sold</i></p>

II - Following amendment is made to the Appendix A of the DMI&SP revised, 2019 :- Wherever minimum domestic value addition of **15%** is specified in the Appendix - A of the DMI&SP revised, 2019 under the column Minimum domestic value addition requirement, same shall be replaced with **20%** minimum domestic value addition). (Revised Appendix - A is attached)

III - Additions / Insertions: Table 2

Sl. No.	Added / Inserted Clause in DMI&SP revised, 2019
1	<p>Clause 5.1.13 is inserted below Clause 5.1.12 as:</p> <p>Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix- B of the DMI&SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.</p>
2	<p>Clause 6.9 is inserted below Clause 6.8 as:</p> <p>Clause 6.9: Specifications in Tenders and other procurement solicitations:</p> <p>6.9.1 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.</p> <p>6.9.2 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 local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.</p> <p>6.9.3 Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.</p> <p>6.9.4 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products 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 project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.</p> <p>6.9.5 For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
3	<p>Clause 6.10 is inserted below Clause 6.9 as:</p> <p>Clause 6.10: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP Policy.</p>

IV - Revised Appendix A - Exclusive for domestically manufactured products

Sl. No	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600	7209	50%

	mm or more, cold rolled (cold-reduced), not clad, plated or coated		
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%
4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	20%

26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	20%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	20%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	20%
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	20%
31	Containers for compressed or liquefied gas, of iron or steel	7311	20%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	20%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	20%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	20%
35	Chain and parts thereof, of iron or steel	7315	20%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	20%
37	Articles of iron and steel	7317	20%
38	Articles of iron and steel	7318	20%
39	Articles of iron and steel	7319	20%
40	Springs and leaves for springs, of iron or steel	7320	20%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	20%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	20%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	20%
44	Sanitary ware and parts thereof, of iron or steel	7324	20%
45	Other cast articles of iron or steel	7325	20%

46	Electrical steel and other articles of iron or steel	7326	20%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock, such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix."

[F. No. S-13026/1/2020-IDD]
RASIKA CHAUBE, Addl. Secy.

FORM-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.100/- Stamp Paper Date:

I _____ S/o, D/o, W/o, _____ Resident of _____
_____ hereby solemnly affirm and declare asunder:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:_____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No.____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer(s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

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

<Insert Name, Designation and Contact No.>

TO BE DULY NOTARISED BY NOTARY PUBLIC

FORM-2

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED
IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT
(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)
SELF-CERTIFICATE**

(Applicable in case Bidder is not a Manufacturer)

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "G.S.R. 385 (E) dated 29.05.2019 & Amendment/Addition to policy dated 31.12.2020".

We confirm that we shall comply all the provisions of the above referred policy including obtaining an Affidavit of Self Certification of Domestic value addition in Iron & Steel Products from manufacturer and submit the same to EIL before supply of iron and steel products required under the tender/bidding document no.: _____

APPENDIX-IV TO ITB

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

Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi
Dated 26th April, 2022

To,

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

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

Sir/Madam,

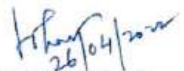
I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference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

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

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

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

Yours faithfully


(Santanu Dhar)

Under Secretary to the Govt. of India
Tel.: 011-23388652

Copy to:

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

Copy for information to:

Secretary, DPIIT

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

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'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.

.....Contd. p/2

'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'.

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

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

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in 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(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

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

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

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

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

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

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

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

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, 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.
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

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

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier/' 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier/' 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier/' 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - 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.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

- 10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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

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

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

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

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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

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

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

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

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

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



(Rajesh Gupta)

Director

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NOT APPLICABLE

FORM -1

UNDERTAKING/ DECLARATION UNDER PPP-MII ORDER, 2017

Declaration/ Undertaking for availing purchase preference under PPP-MII ORDER, 2017

NAME OF WORK / ITEM:
TENDER /RFQ NO. :

Dear Sir,

We, M/s _____ **<Name of Bidder>**, hereby confirm the following for our Bid evaluation:

(Bidder to put '√' mark in any one option box)

Sr. no.	Parameter	Bidder's Declaration		Remarks
1.	We confirm that we want to avail the benefit of:			Bidder to '√' only one option between (a) and (b)
a)	Purchase Preference under Public Procurement Policy for MSE, 2012 (PPP-MSE, 2012)		<input type="checkbox"/>	
b)	Public Procurement (Preference to Make in India), Order 2017 (PPP-MII, 2017)		<input type="checkbox"/>	
2.	We confirm that we have submitted PPP-MII certificate as per Bidding/RFQ document for claiming Purchase Preference under PPP-MII ORDER, 2017 .	a)	Self-Certificate	<input type="checkbox"/>
		b)	Certificate from: Statutory Auditor/ Cost Auditor/ Cost Accountant/ Chartered Accountant	<input type="checkbox"/>
		c)	Not Submitted (Refer 1 a) above)	<input type="checkbox"/>
3.	We confirm that we have submitted MSE certificate, as per provision of Bidding/RFQ document for claiming Purchase Preference under PPP-MSE, 2012	a)	YES	<input type="checkbox"/>
		b)	NO <give reason> (Refer 1 b) above)	<input type="checkbox"/>

We understand that in case we do not declare our choice of purchase preference in this FORM-1 along with our Bid, we shall not be entitled to claim purchase preference under any of the above policies later on, and we shall not be given any opportunity for such declaration after our bid submission.

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017

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

TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To

M/s _____ *<Insert name of Client>*

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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

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

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

CERTIFICATE UNDER PPP-MII ORDER, 2017

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

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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

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

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

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation
Seal :

APPENDIX-V TO ITB

**PROCUREMENT FROM BIDDERS FROM A
COUNTRY OR COUNTRIES SHARING LAND
BORDER WITH INDIA**

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

- 1.0 Department of Expenditure (DoE) vide O.M. No. 7/10/2021-PPD(1) dated 23.02.2023 has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in>).
- 2.0 **Requirement of registration from Competent Authority:**
- i). Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023..
 - ii). Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.
- 3.0 **This Order shall not apply to the following special cases:**
- i). In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
 - ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.
 - iii). This order will not apply to Bidders (or Entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
 - iv). Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.
- 4.0 **Definitions:**
- i). **"Bidder"** (including the term 'Tenderer', 'Consultant' 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a Consortium or Joint Venture (that is an association of several Persons, or Firms or Companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency, Branch or Office controlled by such person, participating in a procurement process.

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- ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.
- iii). **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
- iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in **paragraph 5.0**, occurring on or after 23.07.2020.
- v). **"Bidder (or entity) from a country which shares a land border with India"** means
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A Consortium or Joint Venture where any member of the Consortium or Joint Venture falls under any of the above.
- vi). **Beneficial Owner** for the purposes of **paragraph 4.0 v) (d)** will be as under:
 - a) **In case of a Company or Limited Liability Partnership**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
 Explanation: -
 1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 2. "Control" shall include the right to appoint the majority of the Directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - b) **In case of a Partnership Firm**, the beneficial Owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - c) **In case of an Unincorporated Association or body of Individuals**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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- d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;
- e) **In case of a Trust**, the identification of beneficial Owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vii). **"Agent"** is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i). A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii). However, a Bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

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

- i). Certain sectors and technologies have been identified as sensitive from the national security point of view. **The sectors listed in Schedule I (copy attached) are considered Category-I sensitive sectors. The sectors listed in Schedule II (copy attached) are considered Category-II sensitive sectors.** The technologies listed in **Schedule III** (copy attached) are considered sensitive technologies.
- ii). For **Category-I sensitive sectors**, Bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.
- iii). For **Category-II sensitive sectors**, Bidders with ToT arrangement in the sensitive technologies listed in **Schedule III**, with an entity from a country which shares a land border with India shall require registration.
- iv). In **Category-II sensitive sectors**, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

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

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

[Handwritten signatures]

6.0 **Sub-contracting in works contracts**

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

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

7.0 **Certificate regarding compliance**

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

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

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

**Key* *longish*

BIDDER'S UNDERTAKING**(On Company's Letter Head)**

To,

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

Tender Name : _____

Tender No. : _____

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

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

Notes:

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

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

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

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

xyz *xyz*

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

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

i).	Not from such a country	[]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[]
Notes: a) Bidder to tick appropriate option (✓) in either i) or ii) above) b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

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

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

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

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

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

i).	Bidder does not have any ToT arrangement requiring registration with the competent authority	[]
ii).	Bidder has valid registration to participate in this procurement	[]
Notes: a) Bidder to tick appropriate option (✓) in either i) or ii) above) b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

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

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

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



No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

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

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

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

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

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

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

Definitions:

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

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

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

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

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

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

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

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

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

Explanation:-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

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

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

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

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

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

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

Sub-contracting in works contracts

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

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

Certificate regarding compliance

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

Validity of registration

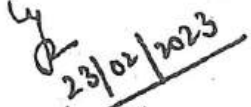
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance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

Government e-Marketplace (GeM)

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

Model Clauses/ Certificates

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


(Kanwalpreet)
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

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

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List of Category-I Sensitive sectors:

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

List of Category-II Sensitive sectors:

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

List of Sensitive Technologies:

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

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

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

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

[*Note:

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

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

Special Cases

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

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

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

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

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

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

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

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

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

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

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

Explanation—

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

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

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

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

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

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

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

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

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

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

Model Certificate for Tenders:

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

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

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

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

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

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

OR

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

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

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

APPENDIX-VI TO ITB

**LIST OF AUTHENTICATED/VERIFIED
DOCUMENT FOR MEETING THE BQC/PTR**

LIST OF VERIFIED BQC DOCUMENTS

RFQ/Bidding Document No.:

Item/Work:

I, _____ S/o D/o of _____, an authorised signatory holding Power of Attorney on behalf of the Company _____ Certify that the following documents, listed below, pertaining to Bidder Qualification Criteria submitted against our offer reference _____ against your Enquiry document _____, have already been verified by EIL.

Sl. No.	Tender No.	Document Reference No. & Date	Document Subject	Issuing Authority	Date of verification by EIL

I further undertake that, in case, it is found that any of the documents listed above has not been verified by EIL, we shall provide all assistance in the verification process as per relevant provisions of ITB.

Specimen Signature of authorized representative

Signature
Name & Designation

APPENDIX-VII TO ITB

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

Ministry of Finance (MoF), Department of Public Enterprises, vide **DO ref. F.No. DPE/3(3)/10-Fin dated 29.05.2023** have forwarded the copy of Department of Expenditure (DoE) O.M. No. F.1/4/2021-PPD dated 18.05.2023, in which the guidelines on “**Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017**” are issued for information and strict compliance.

Guidelines for Purchase preference: -

A. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any Government Tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Sl. No.	Category	Terminology
1.	Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
2.	Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
3.	Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
4.	Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

B. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under: -

Sl. No.	Description	Evaluation Methodology
1)	Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:	For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid.
	Possible scenarios under Sl. No. 1)above can be as under:	
(i)	Case-I: L-1 is "MSE Class-I local supplier"	100% of the tendered quantity is to be awarded to L-1.
(ii)	Case-II: L-1 is "Non-MSE but Class-I local supplier"	Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 Bidder
2)	Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:	These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items.

APPENDIX-VII TO ITB

Sl. No.	Description	Evaluation Methodology
	Possible scenarios under Sl. No. 2) above can be as under:	
(i)	Case-I: L-1 is "MSE Class-I local supplier"	100% of the tendered quantity is to be awarded to L-1.
(ii)	Case-II: L-1 is "MSE non-Class-I local supplier"	Purchase preference is to be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 Bidder
3)	If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:	
a)	Items covered under Para 3A(b) of PPP-MII Order are <u>divisible items</u> and both MSEs as well as Class-I local suppliers are eligible for purchase preference.	
	Possible scenarios under Sl. No. 3)a) above can be as under:	
(i)	Case-I: L-1 is "MSE Class-I local supplier"	100% of the tendered quantity is to be awarded to L-1.
(ii)	Case-II: L-1 is "Non-MSE but Class-I local supplier"	Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 Bidder.
(iii)	Case-III: L-1 is "MSE but non-Class-I local supplier"	Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 Bidder.
(iv)	Case-IV: L-1 is "Non-MSE non-Class-I local supplier"	Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, Contract is to be awarded to L-1 Bidder. (refer to the illustrative example mentioned below).
b)	Items covered under Para 3A(c) of PPP-MII Order, 2017 are <u>non-divisible items</u> and both MSEs as well as Class-I local suppliers are eligible for purchase preference.	
	Possible scenarios under Sl. No. 3)b) above can be as under:	
(i)	Case-I: L-1 is "MSE Class-I local supplier"	Contract is awarded to L-1.
(ii)	Case-II: L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference	Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
(iii)	Case-III: If conditions mentioned in sub paras 3)b)(i) and 3)b)(ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor is the "MSE Class-I	Contract is to be awarded/ purchase preference to be given in different possible scenarios as under: A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is be awarded to L1.

APPENDIX-VII TO ITB

Sl. No.	Description	Evaluation Methodology
	local supplier" eligible to take benefit of purchase preference:	B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference is to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible/ does not accept - contract to be awarded to L-1
4)	Items reserved for both MSEs and Class-I local suppliers:	These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local suppliers" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise
5)	Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry	

Example explaining applicability in scenario explained in Para B Sl. No. 3(a) (iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of Bidder	Rates quoted	Price Ranking	Status of Bidder
1.	A	100	L1	"Non-MSE non-Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non-Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non-Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

- In this case, first purchase preference is to be given to MSEs as per PP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos.). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within

APPENDIX-VII TO ITB

15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos. i.e. 18.5 (say 19 Nos. of computers). If bidder “B” does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder “D”, may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos. (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder “A”, who is L-1 in the example.

RFQ No. : SM/B560-310-QM-MR-9190/82

Bid Data Sheet

ITEM : FASTENERS (AFC)

RESTORATION OF GAS TERMINAL PHASE-1 AT ONGC HAZIRA

Sheet 1 of 12

BID DATA SHEET

(BDS)

INSTRUCTION:

Bidder is instructed that relevant documents and information pertaining to MSE, PPP-MII & GST registration details, which are necessary for availing the relevant benefits during evaluation, must be updated/ uploaded in the designated folder on GeM Portal.

Bidders to note that inspite of submission of such relevant documents in the ATC folder, they shall not be provided the applicable benefits during evaluation on GeM Portal in case they fail to adhere to the above instructions.

BID DATA SHEET		
S.NO.	ITB CL. NO.	CONTENT
1.	ITB 2.0 ELIGIBLE BIDDERS	Enquiry Basis is: Limited Domestic Competitive Bidding.
2.	ITB 11.3 (b) & ITB 16.0 POSTAL ADDRESS & CONTACT DETAILS FOR SUBMISSION OF DOCUMENT (VIZ. BID SECURITY, ETC.) IN PHYSICAL FORM, IF ANY, AS PER RFQ	NOT APPLICABLE Ms. Sunita Mitra, GM (SCM-1) Engineers India Limited, EIB – 1st Floor, 1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066 Telephone: 011 – 2676 2131 / 2093/ 2149 e-mail id: sweta.k@eil.co.in / manoj.kumar.pur@eil.co.in / s.mitra@eil.co.in
3.	ITB 11.1 (a) LIST OF DOCUMENTS	<ul style="list-style-type: none"> a. Salient Feature of Offer (Form-A) b. Techno-Commercial compliance to terms & Conditions of Bidding Document (Form-B) c. Bank Certified Mandate Form as per Form-D duly signed and stamped with the Banker's certification and cancelled cheque. d. Self-declaration by bidder regarding Black listing/ Holiday listing/ Banning / Suspension, Arbitration/ Litigation etc. (FORM-G) e. Details of Built-in CIF Value of Import Content with itemwise details & rates of Customs Duty considered as per FORMAT-CIF/CD, if applicable. f. Signed and stamped copy of Form-IA/IB/II, as applicable, (on Company's Letterhead) attached with Appendix-V of ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Border with India. g. Duly Notarized Affidavit of DMI&SP policy (As per FORM-1 of Appendix-III to ITB) h. Self-Certification by Bidder under PPP-MII Order, 2017 towards mandatory minimum local content (FORM-2 attached with Appendix-IV of this ITB), as applicable

BID DATA SHEET		
S.NO.	ITB CL. NO.	CONTENT
		i. MSE Documents, if applicable.
4.	ITB 12.0 INTEGRITY PACT	NOT APPLICABLE
5.	ITB 14 & SPC 9.1 PRICE BASIS W.R.T INCLUSION/EXCLUSION OF TAXES	Bidder shall quote Item wise total price, considering all quantities of the item, in GeM Portal, which shall include the following: a) Total Supply Price for the Item including GST b) Total Transportation Charges for the Item up to Project Site including GST
6.	ITB 15.1 & SPC 4.0 CURRENCY OF BID	Indian Rupees Only
7.	ITB 17.0 CERTIFICATION OF DOCUMENTS	NOT APPLICABLE
8.	ITB 18.0 PERIOD OF VALIDITY OF BIDS	Bid shall remain valid for a period of 90 Days from final/ extended due date of submission of Bid.
9.	ITB 32.0 & ITB 36.0 EVALUATION OF TECHNO- COMMERCIAL BIDS & EVALUATION AND COMPARISON OF BIDS	Evaluation shall be on Item wise basis as per GeM Portal. 100% Input Tax Credit is available with EIL. Bidder are hereby instructed that relevant details/ documents pertaining to GST Registration shall be updated/ uploaded in the designated field on GeM Portal, failing which, evaluation shall be carried out as per functionality/ methodology of GeM Portal and the same shall be final and binding on the Bidder.
10.	ITB 38.0 PREFERENCE TO MICRO & SMALL ENTERPRISE	APPLICABLE.
11.	ITB 39.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT(DMI&SP)	APPLICABLE.
12.	ITB 4.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)	APPLICABLE
13.	ITB 43.0 & SPC 7.2 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)	3% (Three percent) of Total Order Value subject to clause no. 21 of GPC (General Purchase Conditions) to be submitted within 30 days from date of issuance of FOA/GeM Contract. CPBG shall be submitted in the format enclosed with the bidding document.
14.	SPC 2.0 PAYMENT TERMS	As per Clause No. A 1.1 & Notes of Annexure-I to SPC

BID DATA SHEET		
S.NO.	ITB CL. NO.	CONTENT
15.	SPC 9.2.2.2 IMPORT DUTIES	Merit Rate of Customs Duty shall be applicable for this instant tender.
16.	SPC 11.0 PRICE REDUCTION SCHEDULE	APPLICABLE. As per Clause No. 11.1 of Specials Purchase Conditions.
17.	SPC 12.0 INSPECTION	Third Party Inspection Agency shall be ICS INDIA PVT. LTD. The Details of Contact Person are as follows: Inspection Coordinator: Swati Patil Email : inspcos@yahoo.com Mobile : +919823418044 Technical Manager: A Sinha Email : icsindiaoperations@gmail.com Mobile : +91 97637 02948 Managing Director: Nitin B Patil Email : icsindiamarketing@gmail.com Mobile : +91 9822841076
18.	SPC 17.0 PART ORDER	APPLICABLE
19.	SPC 18.0 REPEAT ORDER	APPLICABLE
20.	SPC 7.0 & 21.0 INTEREST RATE FOR RECOVERY OF CPBG/ADVANCES (IF ANY)	Interest rate shall be SBI Base rate prevailing on the date of enquiry plus 1%.
21.	SPC 25.0 TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING	NOT APPLICABLE
22.	SPC 26.0 TERMS & CONDITIONS FOR INSTALLATION/SITE WORK	NOT APPLICABLE
23.	SPC 27.0 TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT (AMC)	NOT APPLICABLE
24.	SPC 28.0 TERMS & CONDITIONS FOR TRAINING.	NOT APPLICABLE
25.	CONTRACT ORDER / PURCHASE ORDER	The Gem contract order (including complete tender document issued on GeM portal) placed for the Schedules mentioned therein, is sufficient for execution of contract. No separate PO shall be issued.

BID DATA SHEET		
S.NO.	ITB CL. NO.	CONTENT
26.	INVOICING DETAILS AND DESPATCH & INVOICING INSTRUCTIONS	Refer Appendix-I to BDS

APPENDIX- I

Invoicing Details and Despatch & Invoicing Instructions

A METHODOLOGY FOR PREPARATION OF TAX INVOICE:

BUYER & CONSIGNEE

Name of the BUYER and CONSIGNEE in GST Invoice shall be shown as:

Engineers India Limited (Govt. of India Undertaking)
 EIL Site Office
ONGC, Hazira Plant,
 Hazira, Surat-394518

GST No. of EIL : 24AAACE5318C1Z9 State : Gujarat
 PAN of EIL : AAACE5318C

It is mandatory to mention HSN/SAC of Supply / Services by Seller.

B METHODOLOGY FOR PREPARATION OF L.R.

CONSIGNEE

Name of the Consignee in LR/e-way Bill shall be shown as:

Engineers India Limited (Govt. of India Undertaking)
 EIL Site Office
ONGC, Hazira Plant,
 Hazira, Surat-394518

C PACKING/MARKING/DESPATCH/SHIPPING AND INVOICING INSTRUCTIONS

- Unless otherwise specified following shall be the part of despatch documents
 - Invoice
 - Packing List
 - Inspection Release Note along with Test Certificates
 - Material Test Certificate
 - Lorry Receipt
- Maximum 3 nos. of invoices are allowed. Prior approval of EIL shall be required in case the no. of invoices exceeds 3.

➤ Documents/Invoices shall be addressed to the following:

a) Payment through EIL:

NAME OF DOCUMENT	Original	Copy	Remarks
(1) Invoice	HO-Projects	Site-RCM	2 Additional Sets of the complete set of invoice document should be submitted to HO - Projects
(2) Duplicate for Transporter (DFT) Copy	Site-RCM	HO-Projects	
(3) Lorry Receipts (LR)	Site-RCM	HO-Projects	
(4) IRN/ IR/ IBR	Site-RCM	HO-Projects	
(5) Packing List	Site-RCM	HO-Projects	
(6) Test Certificates	Site-RCM	HO-Projects	
(7) PBG / ABG	HO-Projects	HO (F&A)-LSTK Head	In case of payment

APPENDIX- I**Invoicing Details and Despatch & Invoicing Instructions**

(8) Request for Returning Bid Security	HO (SCM-C&P)	HO-Inspection	through Bank, the submission of matrix of these document shall remain unchanged.
(9) Request for Returning ABG/ PBG	HO (F&A)-LSTK Head	HO-Projects	
(10) Request for E-Way Bill (in case of FOT Despatch Point Delivery obligation of Seller)	Site-RCM	HO-Inspection & HO-Projects	
(11) Final Documents Certificate & CDs	Site-RCM	HO-Projects (CD Only)	
(12) Bank Mandate Form	HO (F&A)-LSTK Head	HO-Projects	
(13) Final Payment – Supplementary Invoice @ 10%	HO-Projects	HO (F&A)-LSTK Head	

For Contact Detail: Refer Sl. I

b) Details of Purchaser's Bank

Name	Engineers India Limited
Address of EIL	1,Bhikaiji Coma Place, R K Puram New Delhi-110066
e-Mail address	billing@eil.co.in
PAN	AAACE5318C
Name of Bank	State Bank of India CAGBranch-II,4th and5thFloorRedfortCapitalParsvanathTowers rsBhaiVeerSinghMarg GaleMarket,NewDelhi-110001 Tel:011-23475562/5569 Fax:011-23475580
Branch Code	17313
Current Account Number	10813604212
IFSC Code	SBIN0017313
MICR Code	110002562
SWIFT Code (for USD)	SBININBB824

APPENDIX- I

Invoicing Details and Despatch & Invoicing Instructions

D POST ORDER CORRESPONDENCE:

All Post Order Correspondence shall be addressed to the following:

Name of Concern Person	Contact Details:
1) Mr. Krishna Kumar, Asst. General Manager (Inspection)	Refer Sl. I
2) Mr. Vinod Kumar, GM (Project)	Refer Sl. I
<u>Copy</u>	Refer Sl. I
3) Mr. Avinash Chand, GM (F&A)	

E VENDOR'S DRAWING & DATA REQUIREMENT

(a) Drawings & Documents (Transparencies & printed matter), wherever applicable, shall be forwarded to the following in requisite number of copies as per Purchase Requisition. Updated DCI should accompany each submission. :

1) Vendor Print Control Restoration of Gas Terminal Phase-1 Part-A at ONGC Hazira Plant Engineers India Limited, 1-Bhikaiji Cama Place, New Delhi – 110 066
2) Mr. Vinod Kumar, GM (Project)) ----- (Only Covering Letter) Contact Detail: Refer Sl. I
3) Mr. Krishna Kumar, Asst. General Manager (Inspection) ----- (Only Covering Letter) Contact Detail: Refer Sl. I

(b) Before forwarding the drawings and documents, Seller will ensure that the following is properly entered on each drawing / document:

- (i) Job No.
- (ii) Drawing / Document Title and number
- (iii) Purchase Requisition No.
- (iv) Equipment Number

(c) Before forwarding revised drawings, Seller must ensure that EIL's Vendor Print Number that is given in approval stamp is shown on the revised drawing.

F Requirements of Documents as Identity Proof from Drivers/ Vendors/ cleaners/ load men

Drivers of supplier entering the site should also carry any one of the following document as identity Proof, in addition to their Driving License as also listed below:

1. Passport
2. Ration Card (with individual photo identity)
3. Voter identification Card
4. Driving License
5. Pan Card
6. Photo ID Card by Central or State Govt. (which are having serial number)
7. Nationalised Bank Passbook with Laminated Photograph
8. Aadhaar Card
9. ESI Pachan Card
10. ID Card issued by Post Offices.

APPENDIX- I

Invoicing Details and Despatch & Invoicing Instructions

Further, the Vendors/ Cleaners/ Load Men of supplier should also carry one Identify Proof among the above mentioned documents. Vendors/Drivers/Cleaners/Load Men will not be permitted to enter the site without the above ID proofs.

It will be supplier's responsibility that above requirements are met.

APPENDIX- I

Invoicing Details and Despatch & Invoicing Instructions

G Details of the Marine Insurance:

H Seller shall advise by E.mail / Fax, dispatch particulars, immediately on despatch indicating the particulars in following manner, to the underwriter at following address for covering the Transit risks against the Policy.

Sl. No.	MARINE INSURANCE	
1	Policy No.	EAR Policy No. 32186162 Marine Inland Policy No. 22E82097
2	Purchase Order No.	
3	Item & Value	
4	Date of LR/Transporter's name	
5	Dispatch Point	
6	Destination	
7	GC Note (LR) & Date	
8	Invoice No & Date	
9	Invoice Value	
10	No. of Packages	
11	Gross weight of material	
12	Net weight of material	

I Insurance Company:

Contact Details:

Ms. Milan Mistry- +919825110715
 Email id: milan.mistry@iffcotokio.co.in
 Mr. Ajay Chaubey- +919819612118
 Email id: Ajay.Chaubey@iffcotokio.co.in

J Contact Details:

1. HO-Projects

Restoration of Gas Terminal Phase-1 Part-A at ONGC Hazira Plant

To: Mr. Vinod Kumar, GM (Projects)

Engineers India Ltd.,
 El Bhavan, 2ndFloor,1-Bhikaiji Cama Place
 New Delhi – 110 066

Email : vinodkumar@eil.co.in

Phone : 011 2676 3213

Copy: Mr. Amod Shankar, AGM (Projects)

Engineers India Ltd.,
 El Bhavan, 2nd Floor,1-Bhikaiji Cama Place
 New Delhi – 110 066

Email : amod.shankar@eil.co.in

Phone : 011 2676 2221

2. Site-RCM

APPENDIX- I

Invoicing Details and Despatch & Invoicing Instructions

Mr. S.M.Joshi, DGM (Construction)
Resident Construction Manager, Engineers India Limited,
C/o Oil and Natural Gas Corporation Limited, Hazira Plant
PO – ONGC Nagar
Surat – 394518 , Gujarat , India
Mobile : +91 9428934683
Tel (O) : +91 261-2875536
Email :sm.joshi@eil.co.in

3. HO (F&A)-LSTK Head

Mr. Avinash Chand, GM (F&A)
Restoration of Gas Terminal Phase-1 Part-A at ONGC Hazira Plant
Engineers India Limited,
EIB-3rd Floor, 1-Bhikaiji Cama Place,
New Delhi – 110 066
Phone : 011-26762294
Email : avinash.chand@eil.co.in

4. HO-Inspection

Mr. Krishna Kumar, Asst. General Manager (Inspection)
Restoration of Gas Terminal Phase-1 Part-A at ONGC Hazira Plant
Engineers India Ltd.,
El Bhavan, 2nd Floor,1-Bhikaiji Cama Place
New Delhi – 110 066
Email : krishna.kumar@eil.co.in
Phone : 011 2676 3558 ; 9899474166

5. HO (SCM-C&P)

Mr. Sunita Mitra, SGM (SCM-C&P)
Restoration of Gas Terminal Phase-1 Part-A at ONGC Hazira Plant
Engineers India Ltd.,
El Bhavan, 1stFloor
1-Bhikaiji Cama Place
New Delhi – 110 066
Email : s.mitra@eil.co.in
Phone : 011 2676 3504;
Fax No. : 011 2676 1714

K Contract Performance Bank Guarantee (CPBG):

Hard copy of CBPG shall be submitted to following address:

MR. VINOD KUMAR, PROJECT MANAGER
2ND FLOOR, ENGINEERS INDIA LIMITED, ENGINEERS INDIA BHAWAN,
NEW DELHI-110066, INDIA
PHONE : +91-011-26763213
E-MAIL : vinodkumar@eil.co.in; amod.shankar@eil.co.in

RFQ No. : SM/B560-310-QM-MR-9190/82
ITEM : FASTENERS (AFC)

Bid Data Sheet

RESTORATION OF GAS TERMINAL PHASE-1 AT ONGC HAZIRA

Sheet 12 of 12

BIDDING FORMS

TABLE OF CONTENTS

<u>FORM NO.</u>	<u>DESCRIPTION</u>
A	SALIENT FEATURES OF OFFER
B	COMPLIANCE TO BID REQUIREMENT
C	DELETED
D	BANK MANDATE FORM
E	FORMAT FOR BIDDER'S QUERIES
F	FORMAT OF UNDERTAKING FOR AUTHENTICATION
G	SELF DECLARATION
H	INTEGRITY PACT
I	FORM OF BANK GUARANTEE FOR EAREST MONEY DEPOSIT
J	FORM OF ADVANCE BANK GUARANTEE

(FORM-A)

SALIENT FEATURE OF OFFER
(FOR INDEGENOUS SUPPLIERS)

BIDDER's NAME:M/s. _____

RFQ No.: _____

Bidder's Offer Ref. No.: _____ Dated: _____

Tel No.: _____ Fax No.: _____

Contact Person: _____ Mobile No: _____

E-Mail: _____

1. DESPATCH POINT	_____
2. GSTIN no. of Despatch Point	_____
3. Specify Invoicing place	_____
4. GSTIN no. of Invoicing Place	_____
5. HSN code for supplies	_____
6. Freight Charges in % included in quoted supply price	_____ %
7. Bidder confirms that they are Micro or Small Enterprises (as the case may be), as on the bid due date, as per the latest guidelines as specified in the bidding document	<input type="checkbox"/> YES <input type="checkbox"/> NO
Necessary valid documentary evidence required for MSE Bidder as per bidding document submitted.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8. The MSEs is owned by SC/ST Entrepreneurs. Supporting documentary evidence with respect to MSEs is owned by SC/ST Entrepreneurs required as per RFQ to avail preference to MSEs owned by SC/ST.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> SUBMITTED
9. The MSEs is owned by Women Entrepreneurs. Supporting documentary evidence with respect to MSEs is owned by Women Entrepreneurs required as per RFQ to avail preference to MSEs owned by Women.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> SUBMITTED
10. Printed terms and conditions of the bidder, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above shall prevail.	<i>Confirmed</i>

BIDDER'S STAMP & SIGNATURE

JOB NO. B560

(FORM-B)

**COMPLIANCE TO BID REQUIREMENT
(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)**

NAME OF BIDDER : _____

RFQ DOCUMENT NO. : _____

We (*) hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments, issued by EIL.

We confirm that during detailed engineering, we will review and recommend the required Special tools & tackles and Commissioning spares, wherever specified in the enquiry document and supply the same without any additional cost and time implication to Purchaser.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.

We hereby confirm to submit Integrity Pact in line with the requirement of the bidding document.

**

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

* Here fill in the name of bidder.

** The bid compliance letter must be signed by the person (s) authorized to sign.

(FORM-D)

BANK MANDATE FORM
(For Indian supplier)
(As per ITB)

1	Bidder Name	:	
2	Bidder Code	:	
3	Address of the Bidder	:	
4	Particulars of Bank Account of Bidder	:	
a	Name of the Bank	:	
b	Name of the Branch and Address of the Branch	:	
c	Branch Code	:	
d	9-Digit MICR code Number of the Bank & Branch : (As appearing in the MICR cheque issued by the bank) : (Please do not give multicity cheque book code Number)	:	
e	Type of account (Saving Bank, Current or Cash Credit)	:	
f	Account Number	:	
g	RGTS/IFSC Code (11 digit)	:	
h	NEFT Code No	:	
5	E-mail address of the Bidder	:	
6	Contact Person(s) of the Bidder :	:	

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

Signature and Designation of the Authorised persons(s) of Bidder

Office Seal of the Bidder

Place :

Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

Signature of the Authorised Official of the Bank

Bank Stamp

BIDDER TO ENSURE SUBMISSION OF CANCELLED CHEQUE WITH THIS MANDATE FORM

(FORM-E)

RFQ/DOCUMENT NO.: _____

NAME OF THE BIDDER: _____

**FORMAT FOR BIDDERS' QUERIES (PRE-BID)
(AS PER ITB)**

SL.No.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL REPLY
	PART / VOL.	PAGE.NO.	CLAUSE NO.	SUBJECT		

NOTE:

1. The Pre-Bid Queries will be sent by e-mail to concern persons, the details of which is provided in RFQ document.
2. Also send the editable soft format through email.

SIGNATURE OF BIDDER : _____
 NAME OF BIDDER : _____

JOB NO. B560

(FORM-F)**UNDERTAKING FOR AUTHENTICATION**

I, _____ S/o/D/o of _____, working as _____ {authorized signatory of Bidder holding Power of Attorney for signing of Bid or proprietor / any two partners in case of Proprietorship / Partnership firms (indicate, as applicable)} of the Company/Firm _____ having its registered office at _____ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference _____ against your Enquiry document, _____ are true, authentic, genuine and true copy of its original.

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

It is further certified that, if any documents are required to be submitted by our company/Firm subsequent to submission of bid, shall also be submitted under my knowledge and shall be true, authentic, genuine copy of its original and shall not be false/forged or fabricated.

I hereby acknowledge that the Owner/EIL possesses the right to verify the BQC Documents from the relevant document issuing authority or end user. The results of this verification, as stated above, shall be binding upon our Company/Firm, without any opportunity for dissent or contestation.

I also accept that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of land and provisions of the Bidding Documents and EIL/Owner's right to put our company on Suspension / Banning list for future business with EIL/Owner.

Specimen Signature of authorized signatory of Bid

Signature

Name & Designation {Proprietor in case of Proprietorship Firm / any two Partners in case of Partnership firm (indicate, as applicable)}

(FORM-G)**SELF DECLARATION**
(AS PER ITB ON LETTERHEAD OF BIDDER)

SL. NO.	DESCRIPTION	BIDDER'S DECLARATION
1	We confirm that we are not on Holiday/ Blacklist/ Negative /Suspension/ Banning list of EIL/ ONGC as on date of submission of our bid.	<input type="checkbox"/> We Confirm <input type="checkbox"/> We don't confirm
2	We confirm that we are not banned or delisted or black listed by any government department/ Government or Quasi Government agencies/ public sector as on date of submission of our bid.	<input type="checkbox"/> We Confirm <input type="checkbox"/> We don't confirm
3	We confirm that we are not under liquidation, court receivership or similar proceedings.	<input type="checkbox"/> We Confirm <input type="checkbox"/> We don't confirm
4	We confirm that we are not involved in any Litigation / Arbitration. (or) We confirm that the current Litigation / Arbitration, in which bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	<input type="checkbox"/> We Confirm <input type="checkbox"/> We don't confirm (or) <input type="checkbox"/> We Confirm <input type="checkbox"/> We don't confirm
5	Whether any of the directors of bidder is a relative of any director of EIL or the bidder is a firm in which any director of EIL or his relative is a partner of the bidder or a private company in which any director of EIL is a director.	<input type="checkbox"/> No relation <input type="checkbox"/> Yes (Provide Details)
6	We confirm that the content of the Enquiry Document including Price Schedule and Corrigendum / Addendum (if any) have not been altered or modified.	<input type="checkbox"/> We Confirm <input type="checkbox"/> We don't confirm
7	We hereby confirm to submit Integrity Pact in line with the requirement of the bidding document.	We Confirm

SIGNATURE OF THE BIDDER:**NAME OF THE BIDDER:****COMPANY SEAL**

Form- H

INTEGRITY PACT

INTEGRITY PACT

Engineers India Limited (EIL) hereinafter referred to as "The Principal"

And

_____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award under laid down organizational procedures; contract against enquiry no.....forThe principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder (s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section-1-Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employees of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidders(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Section-2-Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outline above or be an accessory to such offences.
3. Bidder shall not approach the courts while representing matter to IEM and he/ she will await their decision in the matter.
4. The word "he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and take appropriate action.



Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section-3, the Principal shall be entitled to demand and recover from the Bidder/Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- 1) The Bidder/Contractor declares that no previous transgression occurred in the last 3 years with any other Company In India and outside conforming to the TII's anti-corruption approach including Public Sector Enterprise In India that could justify his exclusion from the tender process.
- 2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken..

Section 6- Equal treatment of all Bidder/contractors

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The Principal will disqualify from the tender process all bidders/Contractors who do not sign this Pact or violate its provisions.
3. If the bidders/ contractors, before award or during execution is found to have violated any provision of Integrity Pact, the Principal is entitled to invoke their Banning Policy and take necessary action.

Section-7- Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

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

Section 8- Independent external monitor/monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, EIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also. The Monitor is under contractual obligation to treat



the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) as confidential.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the monitor notices, or believes to notices, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, EIL within 8 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD, EIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, EIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

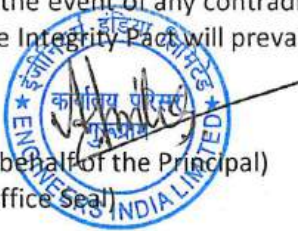
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, EIL.



Section 10- Other provisions

1. The agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e., New Delhi.
2. Charges and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder/contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)



(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 2;

(Name & Address) _____

Witness 2:

(Name & Address) _____

UNDERTAKING W.R.T. SECTION – V OF INTEGRITY PACT

I, Mr/Ms _____, authorised person on behalf of M/s _____, signatory of Integrity Pact, hereby declares that No incidence of previous Transgression, conforming to the provisions under Section-2 of the IP format enclosed with the Bidding Document, has come to light/occurred or pending adjudication in the last three years with any other Company, including Public Sector Enterprises, in/outside India that could Justify our exclusion from the tender process.

We further confirm that the above declaration/confirmation are true and correct in all respects, and not in conflict with the declaration mentioned in any part of our bid / financial statements /any other document.

I, Mr..... also declare that in case, at a later date, if the declaration submitted in our bid are found to be false, I shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of the land and provisions of Bidding Document and EIL/Owner's right to put our Company on Suspension/Banning list for future business with EIL/Owner.

Sign & Seal of the Authorised Signatory of Bidder
Name & Designation:
Date:



Form- I

PROFORMA OF BANK GUARANTEE FOR EMD EARNEST MONEY DEPOSIT / BID SECURITY

**PROFORMA OF BANK GUARANTEE FOR EMD
EARNEST MONEY DEPOSIT / BID SECURITY**

(To be submitted on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Bank)

To
M/s Engineers India Ltd.
Engineers India Bhavan,
1, Bhikaiji Cama Place,
R.K.Puram, New Delhi - 110066

BG No. : _____
Date of Issue : _____
Date of Expiry : _____
(2 Months beyond bid validity)
Date of Claim : _____
Bank Name : _____

Dear Sirs,

1. In consideration of Engineers India Limited established under the Company's Act, 1956 having its registered office at 1, Bhikaiji Cama Place, New Delhi-110 066, India (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, include all its Successors, Administrators, Executors and permitted Assignees), has floated/issued a Tender/Bidding Document for

(Name of work)

[Bidding Document No.:

through press notification/ on limited basis, (hereinafter referred to as the "Tender" which expression shall include all the amendments thereto) and M/s _____ (Name of Bidder) having its Head/Registered Office at _____ (herein after referred to as the "Bidder" which expression unless repugnant to the context or meaning thereof, shall include all its Successors, Administrators, Executors and permitted Assignees) have submitted a Bid in response to the Tender enquiry and the Bidder having agreed to furnish as a condition precedent for participation in the said Tender an unconditional and irrevocable Bank Guarantee [hereinafter shall be referred to as this "Guarantee"] of value _____ [in fig. as per currency indicated in Notice/Letter Inviting Bid] [in words _____] for the due performance of the Bidder's obligations as contained in the Instructions to Bidder [ITB] and other terms and conditions contained in the Tender document supplied by the Company which amount is liable to be forfeited on the happening of any of the contingencies mentioned in the said Tender document.

2. We _____ (Name of Bank) established /registered under the laws of _____ (Name of the Country and Act/Laws) having its registered office at _____ (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assignees) do hereby guarantee on behalf of the Bidder and undertake to pay immediately on demand signed by the Company's duly authorized officer, to the Company any money or all money up to the extent of the value of this Guarantee at the time but in any case not exceeding _____ (in Fig. with Currency) _____ (in words with Currency) in aggregate at any time without any demur, reservation, recourse, contest and/or without any reference to the Bidder. Any such demand made by the Company on the Bank shall be conclusive and binding on the Bank irrespective of any

dispute or difference raised by the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank confirms that this Guarantee has been issued in accordance with the appropriate laws in India [the country of issue].
4. The Bank also agrees that this Guarantee herein contained shall be irrevocable and shall continue to be enforceable in accordance with the Indian Laws and subject to exclusive jurisdiction of Indian Courts as per condition stipulated in Tender Document.
5. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder and without any reference to the Bidder and notwithstanding any security or other Guarantee that the Company may have in relation to the Bidder's liabilities.
6. The Bank further agrees that this Guarantee herein contained shall remain in full force up to and including two months after the expiry of the Period of Bid validity i.e. upto _____ [02 Months beyond the bid validity] that is taken as the obligations of the Bidder as per Tender document and it shall continue to be enforceable until all the dues of the Company, if any, under or by virtue of this Guarantee have been fully paid and its claim satisfied or discharged.
7. The Bank further agrees that this Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Bidder during the period this Guarantee is in force but shall be in all respects and for all purposes be binding and operative until payment of all money due to the Company in respect of such liability or liabilities is paid or no claim is lodged by the Company to the Bank within the claim period after the Guarantee expires.
8. The Bank further agrees that this Guarantee shall not be affected by any change in the Bank's Constitution. The Bank also undertakes not to revoke this Guarantee during its currency.
9. The Bank further agrees that to fulfill the Bidder's liability during the bidding process, if requested by the Bidder in writing, the Bank shall issue Amendment to this Guarantee, as and when required, incorporating the extended date of validity and/or other amendment.
10. Notwithstanding anything contained herein above:
 - a) The Bank's liability under this Guarantee is limited to - _____ (in Fig with currency) _____ (in words with currency) in aggregate;
 - b) This Guarantee shall remain in full force up to and including 60 (sixty) days after the expiry of the Period of Bid validity i.e. up to _____ [Date] and any extension(s) thereof on written instruction from the Bidder on whose behalf this Guarantee has been given, in which case it shall remain in full force up to and including 60 (Sixty) days after the extended date; and
 - c) The Bank shall be released and discharged from all its liabilities and obligations under this Guarantee unless a written claim or demand is issued to the Bank on or before _____ <Date> or within the 60 (Sixty) days of the date of expiry of the extended date and the Company's right under this Guarantee will cease.
11. The Bank further agrees that all claims under this Guarantee is payable to the Company in favour of the above said account number at New Delhi
12. The Bank has the power to issue this Guarantee under its Memorandum and Articles of

Association and the undersigned is authorized to sign this Guarantee on behalf of the Bank and to bind the Bank thereby.

IN WITNESS whereof, the Bank _____ has executed this Guarantee at _____ (Place) on _____ (Date)

Signed and Sealed by Constituted Attorney

(Signature of a person authorized to sign on behalf of the Bank)

Name:
Designation:
Bank Name:

In presence of witness:

1. Signature _____

Name & Designation:

2. Signature _____

Name & Designation:

[Note: The Bank shall issue the confirmation letter of providing this Guarantee on behalf of the Contractor directly to the beneficiary at the above mentioned address]

Form- J

PROFORMA OF BANK GUARANTEE

ADVANCE (INDIGENOUS)

**PROFORMA OF BANK GUARANTEE
ADVANCE (INDIGENOUS)**

(On non-judicial stamp paper of appropriate value)

To
Engineers India Limited
1 Bhikaiji Cama Place
New Delhi – 110 066
Attn.: Head (LSTK-Finance)
Project _____
RFQ No. _____

Dear Sirs,

Engineers India Limited, 1, Bhikaiji Cama Place, New Delhi-110066 (hereinafter called – “the Purchaser” which expression shall include its successors and assigns) has awarded M/s _____ (hereinafter called “The Supplier” which expression shall include its successors and assigns) the work of designing, manufacturing, fabricating and supply of _____ in terms of a contract as constituted by Purchase Order No. _____ dated _____ issued by the Purchaser to the Supplier (hereinafter called “The Contract” which expression include all the amendments and/or modifications of the Purchase Order).

AND WHEREAS the Purchaser has agreed to advance the Supplier a sum of Rs. _____ (Rupees _____) hereinafter called “The Advance” as financial assistance to the Supplier under the Contract on the condition, inter alia, that the advance shall be secured by a Bank Guarantee as hereinafter appearing:

We _____ Bank _____ a Bank incorporated/constituted under the laws of _____ and having its registered/principal office at _____ (hereinafter called “The Bank” which expression shall include our successors and assigns) in consideration of the aforesaid promises and at the request of the Supplier DO HEREBY bind ourselves and our successors and assigns, and irrevocably undertake to pay the Purchaser on first demand in writing without protest or demur or proof or condition and without reference to the Supplier any and all amounts at any time and from time to time claimed by you, as due to you under or in respect of the said advance, and demanded by you from us, with reference to this undertaking for an aggregate limit of Rs. _____ (Rupees _____).

AND, we, the Bank DO HEREBY further agree as follows:

- i. The Purchaser shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the Contract and/or any of its terms and conditions thereof or of or relative to the advance and to extend time for the performance of the Contract and/or repayment of the advance or to postpone for any time or from time to time the obligations of the Supplier and to waive or postpone exercise of any of the rights available to the Purchaser against the Supplier or to forebear from enforcing any of the terms or conditions of the Contract and/or the advance or any security(ies) available to the Purchaser, AND the liability of the Bank

shall remain in full force and effect notwithstanding any exercise by the Purchaser of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Supplier or any forbearance, waiver, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Supplier or any other act, matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Bank from its liability hereunder or any part thereof, AND the BANK DOTH HEREBY waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking.

- ii. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and this guarantee/undertaking shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other security for any indebtedness of the Supplier to the Purchaser (including relative to the advance) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank be outstanding or unrealized.
- iii. As between the Bank and the Purchaser for the purpose of this guarantee/undertaking the amount claimed by the Purchaser from the Bank with reference to this guarantee/ undertaking shall be final and binding upon the bank as to the amount payable by the Bank to the Purchaser hereunder.
- iv. The liability of the Bank to the Purchaser under this guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Supplier and the Purchaser, the Supplier and the Bank and/or the Bank and the Purchaser, or otherwise howsoever touching or affecting these presents or the liability of the Supplier to the Purchaser, and notwithstanding the existence of any instructions or purported instructions of the Supplier or any other person(s) to the Bank not to pay or for any cause withhold or defer payment to the Purchaser under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Purchaser.
- v. This guarantee/undertaking shall not be affected by any change in the constitution of the Bank or that of the Supplier or the Purchaser, or any irregularity in the exercise of borrowing powers by or on behalf of the Supplier.
- vi. This guarantee/undertaking shall be valid for all claims/demands made by the Purchaser to or upon us upto _____ provided always that if for any reasons, the Supplier is unable to complete supplies under the Contract, the Bank shall at the request of the Purchaser and without recourse to the Supplier extend the validity of this guarantee/undertaking for a further period of six months. For the purpose of this clause, the Purchaser's statement that the Supplier is unable to complete supplies under the contract shall be conclusive and final binding on us.
- vii. Notwithstanding anything contained herein:
 - a. The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. _____ (Rupees _____ only).

- b. This Guarantee/Undertaking shall remain in force upto _____ and any extension(s) thereof; and
- c. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before _____ plus 3 months claim period, or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

viii. The Bank DOTH HEREBY declare that Mr. _____ (name of the person signing on behalf of the Bank) who is _____ (his designation), is authorized to sign this guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this _____ day of _____

Yours faithfully,

For _____


Signature _____

Name & Designation _____

Name of the Branch _____

NOTE

1. This Guarantee is required to be stamped as an agreement according to the Stamp Duty Act.
2. The Performance Bank Guarantee shall be strictly as per above proforma and shall be through Indian or Foreign Branches of Indian Scheduled Banks (other than Cooperative Bank)/Nationalized Bank or Indian Branches of Foreign Banks.
3. The bank shall provide details viz contact person, telephone number, fax number, e-mail address and address of the Controlling/Regional Office of issuing bank for verification of authenticity of Bank Guarantee.
4. This Guarantee is required to be sent by Seller's Bankers directly to the Head (LSTK-Finance), Engineers India Limited, El Bhawan, 3rd Floor, 1, Bhikaiji Cama Place, New Delhi-110066.

	SPECIAL PURCHASE CONDITIONS FOR RESTORATION OF GAS TERMINAL PHASE-1 PART-A AT ONGC HAZIRA (JOB NO.B560)	Document No.
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ENGINEERS INDIA LIMITED


**SPECIAL PURCHASE CONDITIONS FOR
RESTORATION OF GAS TERMINAL
PHASE-1 PART-A AT ONGC HAZIRA**



Regd. Office : Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi - 110066


GLOSSARY

AMC	Annual Maintenance Contract
AOW	Award of Work
BDS	Bid Data Sheet
CPBG	Contract Performance Bank Guarantee
OWNER/ CLIENT	ONGC (Oil and Natural Gas Corporation)
CONTRACTOR	Engineers India Ltd. (EIL)
Bidder/ Vendor	Whom RFQ/ Tender has been issued/ who have submitted offer against RFQ
SUPPLIER	Successful BIDDER on whom order has been placed
CDD	Contractual Delivery Date
DOP	Sub Delegation of Power
FOA / LOA	Fax of Acceptance / Letter of Acceptance
FOB	Free on Board
GST	Goods & Service Tax
IRS	Indian Register of Shipping
L/C	Letter of Credit
MR	Material Requisition
OBE	Open Book Estimate
PAC	Project Authority Certificate
PBG	Performance Bank Guarantee
PO	Purchase Order
PR	Purchase Requisition
PRS	Price Reduction Schedule for delayed Delivery
RCM	Resident Construction Manager
RFQ	Request for Quotations
SOR/SOP	Schedule of Rates / Price Schedule
TPI	Third Party Inspection

	SPECIAL PURCHASE CONDITIONS FOR RESTORATION OF GAS TERMINAL PHASE-1 PART-A AT ONGC HAZIRA (JOB NO.B560)	Document No. B560 Rev01 Page 3 of 20
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1.0 INTRODUCTION

- 1.1. These Special Purchase conditions (SPC) shall be read in conjunction with the General Purchase Conditions (GPC), Material Requisition and any other document forming part of this RFQ wherever the context so requires.
- 1.2. Where any portion of the GPC is repugnant to or at variance with any provisions of the SPC & Bid Data Sheet then unless a different intention appears, the provision(s) of the SPC & Bid Data Sheet shall be deemed to override the provision(s) of GPC only to the extent that such repugnancy of variations in the SPC & Bid Data Sheet are not possible of being reconciled with the provisions of GPC.
- 1.3. All headings, subtitles and marginal notes to the clauses of the GPC, SPC or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.4. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

2.0 PAYMENT TERMS

- 2.1. Payment Terms for the scope of supply/ services shall be as per attached Annexure-I to SPC.

3.0 TRANSPORTATION

3.1. INDIGENOUS SUPPLIERS


- 3.1.1. Indigenous SUPPLIERS are required to dispatch the goods on door delivery basis through any registered Transporter.
- 3.1.2. The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by Owner, the concerned designated order issuing authority may be contacted in this regard.
- 3.1.3. It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

4.0 CURRENCY OF QUOTE AND PAYMENT

The quoted price of sub-supplies/ services shall be in Indian Rupees and payment shall be done in INR only.

5.0 SINGLE POINT RESPONSIBILITY OF THE SUPPLIER

- 5.1. In case of MRs containing supplies as well site work/ services, a single order, covering the supply part as well site work/ services, shall be placed. Split ordering will not be permitted.

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6.0 GUARANTEE / WARRANTY PERIOD

6.1. The Clause No. 22.0 (Guarantee) of GPC has been modified to the following extent:

Guarantee/Warranty period shall be 15 months from the date of commissioning or 36 months from the date of shipment whichever is earlier.

7.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

7.1. The provisions of Clause No. 21 of GPC shall be applicable and are modified to the following extent.

7.2. CPBG shall be submitted by the bidder for the amount defined in Bid Data Sheet (BDS) within 30 days from the placement of FOA.

7.3. Total Order Value shall mean supply price (FOT dispatch point price for Indian Suppliers and FOB / FCA price for foreign suppliers) plus site work (wherever applicable) but excluding taxes, duties, transportation, training, AMC and supervision services.

7.4. In case, Supplier does not submit CPBG as above, the proportionate amount of CPBG along with interest (for the rate of interest, refer BDS) accrued for the period shall be deducted from the invoices raised by Supplier for the respective milestone payments on pro rata basis, till full recovery.

8.0 CUSTOM DUTY

Refer clause no.9.2.2 below.

9.0 TAXES/DUTIES

9.1. PRICE BASIS W.R.T INCLUSION/EXCLUSION OF TAXES


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

9.1.2. In case of foreign bidders, bidder's shall submit their prices on FOB international sea port of exit basis/CFR on destination port basis, unless otherwise stated in the bid document. FOB/CFR prices quoted shall be inclusive of all applicable taxes upto FOB international sea port of exit/CFR on destination port basis.

9.1.3. Transportation charges (if applicable) upto respective project site shall be exclusive of GST.

9.1.4. Site work prices, if applicable shall be inclusive of all taxes and duties but exclusive of GST. All necessary registrations, if required, for carrying out the site activities shall be done by the supplier/contractor and costs towards the same shall be included in quoted site work prices.


9.1.5. Prices of per diem supervision charges, training/AMC, HAZOP Study , 3D Modelling etc. (as applicable) shall be exclusive of GST.

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9.2. TAX CLAUSES


9.2.1. GOODS AND SERVICES TAX (GST)

- 9.2.1.1. The supplier/contractor will be liable to registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the supplier/contractor will be responsible for procurement of goods/services in its own registration (GSTN).
- 9.2.1.2. Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E-Invoicing provisions so that input tax credit under GST can be availed by EIL. In the event that the supplier/contractor fails to provide the Tax Invoice/E-Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, EIL shall not be liable to make any payment on account of GST against such invoice.
- 9.2.1.3. In case supplier/contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/contractor in format prescribed in **Annexure-VII to SPC** along with the Invoice.
- 9.2.1.4. GST shall be paid to supplier/contractor against receipt of Tax Invoice/E-Invoice and on auto-population of input tax credit on GSTN portal. In case of non-receipt of Tax Invoice/E-Invoice and/or non-auto-population of input tax credit on GSTN portal, EIL shall with hold the payment of GST.
- 9.2.1.5. The supplier/contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to EIL/OWNER or any interest/penalty is charged to EIL/OWNER due to any non-compliance/delayed compliance by the supplier/contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/contractor), the supplier/contractor shall be liable to reimburse EIL/OWNER for all such losses and other consequences including but not limited to the tax loss, interest and penalty. EIL/OWNER shall be entitled to recover such amount from the supplier/contractor by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of EIL.
- 9.2.1.6. In case of any Advance including Mobilization/Secured/Other Advance is granted to supplier/contractor as per the provisions of Contract, then the supplier/contractor shall issue a Receipt Voucher / GST Invoice in the form and manner prescribed under GST Act read with Rules there under including e-invoicing provisions.
- 9.2.1.7. In case of any Price Variation as per the provisions of Contract, the supplier/contractor shall issue an Invoice in the form and manner prescribed under the GST Act read with Rules thereunder including e-invoicing provisions.
- 9.2.1.8. GST payable under reverse charge for specified services/goods under GST Act read with Rules thereunder, if any, shall not be paid to the

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supplier/contractor but will be directly deposited by EIL to the appropriate Government Tax Authority. If the same has already been reimbursed / paid to the supplier/contractor for any reason whatsoever, then EIL shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by EIL to supplier/contractor.

- 9.2.1.9. Where EIL has the obligation to discharge GST liability under reverse charge mechanism and EIL has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to EIL or Input Tax Credit w.r.t. such payment is not available to EIL for any reason which is not attributable to EIL, then EIL shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by EIL to contractor/supplier.
- 9.2.1.10. TDS under GST, if applicable shall be deducted from supplier/contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/contractor.
- 9.2.1.11. The supplier/contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/contractor shall avail and pass on benefits of all exemptions/concessions available under applicable tax laws.
- 9.2.1.12. In case bidder is covered under composition scheme under GST law, then supplier/contractor shall quote the price inclusive of GST. Further, such supplier/contractor should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such supplier/contractor gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the supplier/contractor under composition scheme.
- 9.2.1.13. EIL prefers to deal with registered supplier/contractor of goods/services under GST. Therefore, supplier/contractor are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered supplier/contractor is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document.
- 9.2.1.14. In case of foreign bidders, for supervision/site-work/training, services provided by foreign bidder at project site, GST shall be paid by EIL directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluation of bid as per clause E (Evaluation Methodology).
- 9.2.1.15. Supplier/contractor will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.
- 9.2.1.16. In case of delay in supply/execution of contract, supplier/contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) provision of the bidding document. In case the supplier/contractor raises invoices for full value, then supplier/contractor shall issue Credit Note, in the form and manner prescribed under relevant GST Act read with Rules

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thereunder, towards applicable PRS amount with applicable GST thereon. In case supplier/contractor fails to submit invoices with reduced value or does not issue Credit Note as mentioned above, EIL shall release payment to the supplier/contractor after giving effect to the PRS clause with corresponding reduction in taxes from invoice(s) of supplier/contractor. In case any financial implication arises on EIL due to issuance of invoice without reduction in prices or non-issuance of Credit Note by supplier/contractor, the same shall be to the account of supplier/contractor. EIL shall be entitled to recover the amount of such financial implication paid or becoming payable by EIL together with penalty and interest thereon, if any.

9.2.1.17. E-way bills shall be issued directly by supplier/contractor in all cases except in cases of direct imports by EIL where E-way bill shall be issued by EIL.

9.2.1.18. In case of applicability of any recovery as per provisions of the contract, EIL shall raise Invoice on supplier/contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

9.2.2. IMPORT DUTIES

9.2.2.1. Direct supplies by foreign supplier where, orders placed by EIL

Consignee shall be EIL, bill of entry shall be filed by EIL, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be paid by EIL .


9.2.2.2. Imported supplies by Indian suppliers as built in import content.

Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the supplier/contractor (considering the input tax credit of IGST, GST Compensation Cess on imported material) and supplier/contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.

Supplier/contractor to indicate, in relevant price schedule, CIF value of built-in import content and applicable merit rate , basic custom duty education cess , Social Welfare Surcharge on custom duty (considering the input tax credit of IGST, GST Compensation Cess on imported material) included in quoted price, in the price schedule. In case of applicability of merit rate of custom duty, EIL/Owner shall not issue any concessional certificate to the suppliers for import of any materials.

The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.

In case EIL/OWNER is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and / or valuation of the goods or

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material by the supplier/contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/contractor, the supplier/contractor shall indemnify and hold harmless the EIL/Owner for any and all costs, expenses or losses suffered or incurred by EIL/Owner in this regard.

EIL will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.

9.2.2.3. General points:


- i. If supplier/contractor intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral / bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the supplier/contractor is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/treaty etc. are strictly complied with.
- ii. The supplier/contractor shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the supplier/contractor defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable if any.
- iii. Any additional custom duty applicability on account of any change in the notification (allowing lower rate of custom duty)/ CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to supplier/contractor's account.
- iv. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.
- v. In case custom duty rate as quoted by Foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on EIL's Account, differential amount on account of above-mentioned rate variation will be recovered from Foreign bidder

9.2.3. Income Tax

9.2.3.1. Foreign supervisors/suppliers/contractors

Prices of site work, contracts and other services of foreign supplier/contractor shall be gross of income tax i.e., inclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Act and Rules there under.

EIL shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice for services rendered in India. Certificate for TDS shall be provided to the supplier/contractor.

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In case foreign bidder still quotes Prices of site work, contracts and other services “net of Income Tax” i.e., exclusive of Indian income tax, EIL shall deduct and deposit TDS as applicable after grossing up the sums due while making payments against each invoice for services rendered in India at the applicable prevailing rate as per Indian Income Tax Act and Rules thereunder.

Foreign bidder shall furnish the information required in line with the prevalent provisions of Income tax act read with rules thereunder including but not limited to Tax residency certificate, Form 10F, No permanent establishment declaration, No business connection certificate, PAN in India if available etc.

Failing to provide above documents/information, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rate will not be given.

If the non-resident is unable to obtain & submit Tax Residency Certificate to the EIL within a reasonable time, the supplier/contractor should furnish Form 10F along with an undertaking to the effect that the supplier/contractor is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to the EIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.

In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the EIL will not bear additional tax liability (if any) arising from non-submission of documents.

The supplier/contractor shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.


In addition to the above particulars, the supplier/contractor should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

In case, any additional tax liability arises on the EIL/Owner due to any action of supplier/contractor like delay in submission / non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F, No business connection certificate etc.) after its submission shall be recovered from the supplier/contractor.

9.2.3.2. Indian resident supervisors/ suppliers/contractors

Prices for supply and services of Indian suppliers/contractors shall be inclusive of income tax.

Tax shall be deducted at source (TDS) by EIL on all sums due to supplier/contractor in accordance with the provisions of Indian Income Tax act

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read with rules thereunder as in force at the relevant point of time.

EIL shall issue a Tax Deduction Certificate to the supplier/contractor evidencing the tax deducted or withheld and deposited by EIL on payments made to the supplier/contractor to enable the supplier/contractor to claim the credit of Tax deducted by EIL.

9.2.3.3. General Points

- i. The supplier/contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the EIL/Owner for discharging any of its responsibilities/liabilities under such laws in relation to or arising out of the Contract. For the lapses/failure, if any, on the part of the supplier/contractor and consequential penal action taken by the Income Tax department, EIL/Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/contractor.
- ii. The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/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 EIL with the Income Tax Authorities in India and will not be adjustable by the EIL. It is therefore in the interest of the supplier/contractor that prior to release of any payment due to the supplier/contractor under the Contract that the supplier/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 supplier/contractor shall be made by the EIL after withholding/deduction at the rate as may be applicable to the supplier/contractor as per provisions of Income Tax Act, 1961.
- iii. TDS on interest recovered on Mobilization/Other Advance will be deposited by the supplier/contractor and same would be reimbursed by the EIL against submission of Form-16A (TDS certificate).


9.3. **INVOICING METHODOLOGY W.R.T. TAXATION**

Invoice/E-Invoice shall be raised by the supplier/contractor in the name of EIL and consignee shall be EIL.

Bidder shall submit E-Invoicing Declaration enclosed as Annexure-VII to SPC.

9.4. **APPLICABILITY OF TAX CREDIT**

EIL intends to claim eligible input credit of GST as per GST Law against GST charged by supplier/contractor on Invoices raised by them in compliance with GST Law and Rules (as amended from time to time).

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9.5. EVALUATION METHODOLOGY W.R.T. TAXES

Following shall be loaded for evaluation:

1. Applicable Custom Duty, Social Welfare Surcharge etc, (excluding IGST & GST Compensation Cess (if applicable) on imported material which shall be dealt as per bid evaluation methodology given in 9.5.2 below) shall be loaded for price bid evaluation in respect of supplies for which bill of entry has to be filled by EIL/Owner.
2. GST on which input credit is not available to EIL including GST Compensation Cess (if applicable) like supply covered u/s 17(5) of CGST Act 2017.
3. Applicable Income tax, in case foreign bidder quotes prices net of taxes.

9.6. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

9.7. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE REFINERY PREMISES, WHEREVER APPLICABLE

In case of package MRs and tenders, since contractors/suppliers shall bring material at project site in their own name and raise invoice to EIL(as per payment milestone achieved) after charging GST, location of fabrication yard whether inside or outside factory premises will not attract any additional liability.

9.8. TAX IMPLICATION WHERE EIL/OWNER WILL ISSUE FREE ISSUE MATERIAL (FIM) TO CONTRACTORS/SUPPLIERS

Where EIL/Owner issues FIM's to suppliers/contractors, material will be released against delivery challan and such FIM shall be received back in factory premises as per provision of GST.


9.9. STATUTORY VARIATION

- 9.9.1. No variation on account of taxes and duties, statutory or otherwise, shall be payable to Supplier/Contractor except for the following:

9.9.1.1. **GST:**

If after the due date of submission of last price bid and up to the contractual delivery/completion period, any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to EIL's account and shall be adjusted (increase / decrease) to / from the Supplier's/Contractor's invoices based on the documentary evidence.

Any increase in GST after the contractual delivery/completion period shall be to Supplier's/Contractor's account. However, any decrease in the rate of GST

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shall be passed on to EIL.

For calculating Statutory Variations ceiling amount as declared by the Supplier/contractor in price schedule shall only be considered.

9.9.1.2. **Basic Custom Duty (BCD) & Social Welfare Surcharge (SWS):**

If after the due date of submission of last price bid and up to the end of contractual delivery/completion period , any increase/decrease occurs in the applicable rate of BCD & SWS on materials imported, the variation in such BCD & SWS shall be to EIL's account and shall be adjusted (increase/decrease) to/from the Supplier's/Contractor's invoices based on the documentary evidence.

If supplier/contractor has considered Import Duty other than Merit Rate of Import Duty then statutory variation (upto contractual delivery/completion period on the Import Duty shall be payable extra on the Merit Rate of Import Duty or the rate of Import Duty considered by the supplier/contractor, whichever is lower.

Any increase in rate of BCD & SWS on materials imported after the end of the contractual delivery/completion period shall be to Supplier's/Contractor's account. However, any decrease in the rate of BCS & SWS on materials imported shall be passed on to EIL.

For calculating Statutory Variations in BCD/SWS, lower of actual or ceiling amount of CIF Value as declared by the Supplier/contractor in relevant price schedule shall be considered.


If supplier/contractor does not furnish built in CIF value, in that case supplier/contractor shall not be entitled to claim any variation in the custom duties even if supplier/contractor has quoted their prices considering custom duties.

If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the EIL.

In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

Note: Indian supplier/contractor to consider input tax credit of IGST and GST Compensation Cess if any (in case of import of raw Materials / components) in their quoted prices. Hence, Statutory variations on same in case of imported materials from outside India in Supplier's/Contractor's name (i.e., for Indian Bidders) shall be to Supplier/Contractor account.

9.9.1.3. Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of last price bid but up to the contractual date of delivery/completion shall be to EIL's account. These shall be reimbursed

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against documentary evidence. However, in case of delay attributable to supplier/contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/Contractor's account.

9.10. TAX INDEMNITY

Any omission/ errors of interpretation of applicability of taxes, duties, cesses and levies, whatsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/contractor shall be to supplier's/contractor's account.

If any fine/penalty/any other levy is required to be met by the EIL/Owner arising out of any non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be recovered from any amount payable to the supplier/contractor under this contract or under any other contract of the EIL/Owner.

If any tax is paid / required to be paid by supplier/contractor in pursuance of any demand of any law enforcement agency/Tax Authority on account of non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be to supplier's/contractor's account only.

9.11. Taxes and Duties related clauses in GPC (Indigenous) stands modified to the above extent.

10.0 FIRM PRICES

10.1. The prices shall be firm and fixed and not subject to any variation whatsoever, except Statutory variation in taxes & duties and new taxes as per Clause No. 9.9 above.


10.2. For 2 years O&M spares, prices shall be kept valid for a period of 2 years from the date of order of main equipment.

11.0 PRICE REDUCTION SCHEDULE

11.1. **FOR BULK ITEMS:** Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) of the total value of delayed item/quantity for every week of delay or part thereof, limited to a maximum of five percent (5%) of the total order value.

11.2. **FOR ITEMS OTHER THAN BULK ITEMS (WITH OR WITHOUT SITE WORK):** Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) of the total order value for every week of delay or part thereof, limited to a maximum of five percent (5%) of the total order value.

11.3. Wherever the supply period and site work are indicated as two separate periods and notice of site readiness is required for site work, intervening period, if any, shall be excluded, while calculating the price reduction for

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delay.

Note: Wherever, the site work is dependent on site readiness, it must be ensured that supply and site work periods are separate and the site work period is reckoned from the date of notification of site readiness.

11.4. Price reduction shall be effected in the Invoice value before presenting for payment. The Purchaser reserves the right to cancel the Purchase Order for any delay exceeding the period of maximum reduction and the Seller shall be liable for all consequences thereof

11.5. For the purpose of application of Price Reduction Schedule (refer para. 11.1 & 11.2), part thereof shall be considered as one full week. Further, total order value means total order value (Supplies + Site Work, if applicable) on completion of supplies (including any amendments/ change order) / site work, if applicable.

12.0 INSPECTION

12.1. Inspection shall be carried out by EIL Approved and appointed TPI Agency as per the requirement of the MR and charges of the same shall be borne by EIL/Owner. Bidder shall not include the charges of TPI in their quoted price.


13.0 COMPREHENSIVE MARINE-CUM-ERECTION INSURANCE

13.1. Comprehensive Insurance (Transit/ Marine cum storage, erection, till handing over of equipment) shall be arranged by EIL. Therefore the same shall not be included in the quoted prices.

14.0 BASIS OF EVALUATION

14.1. WHERE ONLY INDIAN BIDS ARE UNDER COMPARISON:

SR. No.	TERMS AS PER RFQ	LOADING FACTOR
1.	FOT Site price (FOT Dispatch Point Price, Cost of mandatory spares identified in the Material Requisition, commissioning Spares and special tools & tackles, but excluding costs of Spares for two years operation + Road Freight + GST on Supply & Freight)	As quoted by the bidder
2.	Price for Site Work/ Supervision/ Training/ 3-D Modelling/ Hazop Study/ AMC (if applicable)	
	(a) Site work (as per MR) including GST and all other taxes and duties	As quoted by the bidder
	(b) Supervision of Erection, Testing, Commissioning, as applicable (for no. of days to be considered for evaluation as per Enquiry Document) (including GST and all other taxes and duties)	As quoted by the bidder

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	(c) Training/ (as per MR) (for no. of days to be considered/ Lump sum for evaluation as per Enquiry Document) (including GST and all other taxes and duties)	As quoted by the bidder
	(d) 3-D Modelling/ Hazop Study/ AMC	As quoted by the bidder
3.	Total Site work/Supervision/Training/ 3-D Modeling/ Hazop Study/ AMC Price including GST	SUM OF SR. NOS. 2
4.	Total Landed cost at site	SUM OF SR. NOS. (1+3)
5.	Less Input Tax Credit: 100% of GST (as quoted for Supply, Freight, Site work, supervision, Training, 3-D Modelling, Hazop Study, AMC Price- as applicable)	As applicable
6.	Total Evaluated Price considering Input Tax Credit	SR. NO. 4 MINUS (-) SR. NO. 5

15.0 LOADING/REJECTION CRITERIA

- 15.1. No loading criteria will be applicable for deviation to terms & conditions of RFQ.
- 15.2. Bids are invited on Zero Deviation bidding basis. Deviation to terms & conditions of RFQ shall lead to rejection of offer.

16.0 INVOICING INSTRUCTIONS


- 16.1. Invoicing instructions shall be as per clause no. 9.3 above.

17.0 PART ORDER

- 17.1. Bidder hereby agrees to accept part order at Purchasers option without any limitation whatsoever.
- 17.2. Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.
- 17.3. Bidder hereby agrees that items may be split (wherever applicable) to meet the Public Procurement Policy, 2012 for MSEs (Micro & Small Enterprise) or Public Procurement (Preference to Make in India) (PPP-MII), issued by Govt. of India.
- 17.4. In case enquiry is floated on GeM portal, bidders shall not impose any part order condition as GeM portal will not take the same into consideration while evaluating priced bids.

18.0 REPEAT ORDER

- 18.1. The purchase reserves the right to place Repeat Order (RO) for additional 50% value of the original order with quantities of each ordered item not exceeding 100% of the ordered quantities within final delivery date (or extended delivery date for reasons not attributable to supplier) or 1 year from the date of placement of order whichever is higher.
- 18.2. Further, repeat order beyond 50% can be placed under the following conditions:

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- In case of POs with 1 line item with quantity 1 no., RO value can be 100% value of PO.
- In multiple items PO cases, RO value beyond 50% shall be allowed due to rounding off RO quantities of one line item to the next whole number.
(Illustration: - a PO with 1 item and 7 nos. quantity, RO can be placed for 4 nos. with RO value allowed more than 50% or PO with multiple line items, RO can be placed for each line item upto 100% quantities subject to 50% total value of PO and any additional value due to rounding off of quantity of one item to next whole number.

18.3. Non-Acceptance of Repeat Order conditions by bidder shall not be the reason for rejection of bid.

19.0 ARBITRATION


Clause No. 31.0 (Arbitration) of GPC (Indigenous) and Clause No. 25.0 (Arbitration) of GPC (Imports) stands replaced with **Annexure-VIII and Annexure-IX of SPC.**

20.0 SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT. / PUBLIC SECTOR UNDERTAKING

- 20.1. If the Supplier is a CPSU or CPSE or is a Govt. Department, any disputes or differences between the Supplier and EIL hereto arising out of any notified claim of the Supplier in terms hereof and/or arising out of any amount claimed by EIL (whether or not the amount claimed by EIL or any part thereof shall have been deducted from the final bill of the Supplier or any amount paid by EIL to the Supplier in respect of the work), then in suppression of the provisions of clause no. 19.0 above, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or Conciliation or through the good offices or empowered agencies of the Government.
- 20.2. In the event that any Dispute does not resolved between the Parties is not resolved amicably by mutual consultation, then such Dispute shall be referred to Conciliation as per clause 19.0 above.
- 20.3. If such resolution is not possible through conciliation, then said dispute between Central Public Sector Enterprises (CPSEs) / Port trust inter se and also between CPSE(s) and Govt. Department(s) / Organization (s) (excusing disputes concerning railways, income tax, Custom & Excise departments), shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- 20.4. Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Supplier shall continue and be bound to continue and perform the Works to completion in all respects according to the Contract (unless the Contract or Works be determined by EIL) and the Supplier shall remain liable and bound in all respects under the Contract.

21.0 TERMINATION

- 21.1. The methodology for processing Termination for default shall be as specified below. Other terms and conditions shall be as per GPC Clause 18.1 of GPC (Indigenous) for Indian bidders and GPC Clause 17.1 of GPC (Imports) for foreign bidders:


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- 21.1.1. Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the contract.
- 21.1.2. In case of non-submission of CPBG within the period stipulated, required CPBG amount along with interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery.
- However, in case, if the Supplier submits CPBG before the first RA bill, then interest shall be recovered from the first RA bill, for the delayed period beyond the period stipulated for CPBG.
- 21.1.3. In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the contract provisions.
- 21.1.4. Further, in case of submission of CBPG within scheduled period, but Supplier being at default in terms of Contract, 21.1.1 above shall be applicable.
- 21.1.5. In case of occurrence of any of the above specified events, Supplier shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Supplier, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL/ Owner.
- 21.1.6. The Supplier may also request for a personal hearing.
- 21.1.7. EIL/ Owner based on the Supplier's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
- 21.1.8. The decision taken as above shall apply to both Termination as well as Suspension / Banning.

21.2. In case Purchase order awarded for the tendered item have to be terminated due to supplier's default and a separate enquiry have to be floated to get the remaining/ complete work executed, such defaulting supplier will not be considered for enquiries issued for the refloated works of same project.

22.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS COMING TO INDIA FOR EXECUTION OF PROJECTS

- 22.1. All Foreign nationals coming to India for execution of Projects / Contracts will have to apply for Employment Visa only and that grant of Employment visa would be subject to strict adherence of following norms:
- 22.1.1. Employment visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- 22.1.2. Request for employment visa for Jobs for which large number of qualified Indians are available, is not considered.
- 22.1.3. Under no circumstances an Employment visa is granted for routine, ordinary secretarial /clerical jobs.

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22.2. Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to India during execution of contract.

23.0 FRAUDULENT PRACTICES

23.1. The Owner requires that Sellers/ Vendors/ Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among Sellers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner of the benefits of free and open competition.

23.2. The owner will reject a proposal for award if it determines that the Seller recommended for award has engaged in fraudulent practices in competing for the Contract in question.

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

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

23.5. In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Seller/ Vendor/ Contractor along with forfeiture of PBG/ Security Deposit furnished by the Seller/vendor/ contractor.


23.6. Further, such Seller/ vendor/ contractor shall be put on Blacklist/ Holiday/ Suspension / Banning list /Negative List of owner debarring them from future business with Owner for a time period, as per the prevailing policy in EIL/Owner.

24.0 DISPATCH NUMBER

In addition to the details furnished in the invoice, supplier shall generate DISPATCH NUMBER (DN) against each invoice. The DN shall be 3 digit continuous number starting from 001 suffixed to purchase Order Number and shall be unique to each invoice. Same shall also be printed on each consignment / box for easy co-relation. DN shall be quoted in all further communications viz dispatch detail to inspection, correspondence with site as well as for payment purpose. Mentioning the DN on each invoice shall be mandatory.

25.0 TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / TRAINING AT SITE

Terms & conditions for supervision of erection, testing & commissioning / training at site shall be as per attached Annexure-III to SPC

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26.0 TERMS & CONDITIONS FOR INSTALLATION/ SITE WORK

Terms & conditions for installation/ site work shall be as per attached Annexure-IV to SPC

27.0 TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT (AMC)

Terms & conditions for Annual Maintenance Contract (AMC) shall be as per attached Annexure-V to SPC

28.0 TERMS & CONDITIONS FOR TRAINING OF OWNER PERSONNEL AS PER MR AT VENDOR'S WORKS/ TRAINING FACILITY

Terms & conditions for training of owner personnel as per MR at vendor's works/ training facility shall be as per attached Annexure-VI to SPC.

29.0 CONFIDENTIALITY OF BIDDING DOCUMENT

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

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

PAYMENT TERMS	
A.	FOR INDIGENOUS SUPPLIERS:
1.	
1.1.	<p>Where the MR is for supply of materials and there is no Vendor Data Requirement (VDR) specified in the MR like Fasteners, Valves, Pipes, Fittings, Gasket etc:</p> <ol style="list-style-type: none"> 1. 15% against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. 2. 65% against dispatch documents (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges. 3. 10% against receipt and acceptance of material at site 4. 10% against receipt and acceptance of all material at site.
1.2	<p>Where the MR is for supply of materials and calls for Vendor Data requirement (without site work), except item included in 1.4 & 1.5 - like Sample cooler, Strainer, Cable, Control valve etc.:</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 10% against placement of sub-orders to sub-vendors for Major raw material and submission of ABG of equivalent amount 4. 15% against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount 5. 45% (50% where drawing/doc approval not required) against dispatch documents along with copy of LR, IRN and packing list, Invoice with full taxes, duties and transportation charges. 6. 10% against receipt and acceptance of material at site 7. 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal. 8. 10% on receipt of all material & acceptance of all materials at site.
1.3	<p>Where the MR is for supply of materials and calls for Vendor Data requirement (With site work), except item included in 1.4 & 1.5 - like trays and tower internals, Weighing scale etc</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 10% against placement of sub-orders to sub-vendors for Major raw material and submission of ABG of equivalent amount 4. 10% against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount: 5. 50% (55% where drawing/doc approval not required) against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges 6. 10% against receipt and acceptance of material at site 7. 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same

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	<p>in EIL-portal.</p> <p>8. 10% on completion of Site Work.</p> <p>Note: Above payment terms (Sl. no. 1 to 8) is for supply value.</p> <p>In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 8) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>For Site Work:</p> <p>a. 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge.</p> <p>b. 10% on successful completion of site work and handing over of goods/equipment at site.</p>
<p>1.4</p>	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers/Air Fin Cooler and rotary equipment like /Pumps/Compressors/Extruder/EOT Crane (with significant Bought out item) and calls for Vendor Data requirement (Without site work):</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 01% against receipt of foundation Template for Column, Reactors, Coke Drums, Reactor & Regenerator (R&R) and vessels as applicable and foundation Bolt for Coke Drums, Reactors, Vessels / Columns, Reactor & Regenerator (R&R), Compressor, Extruder etc. (as applicable) 4. 10% against placement of sub-order for specified major raw material (identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. 5. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. <p>6.A: 45% Payment for fabricated equipment like Columns/Pressure vessels/Reactors/ Heat Exchangers/Air Fin Cooler and rotary equipment like /Pumps/Compressors/Extruder etc.</p> <p>6.A.1.a1 05 % of the total PO value</p> <ol style="list-style-type: none"> i. For fabricated equipment like Reactor & Regenerator/Columns/Pressure vessels/Reactors against Receipt and satisfactory final inspection of all dished ends at shop and against submission of ABG of equivalent amount. ii. For Heat exchangers and Air fin coolers against receipt and satisfactory final inspection of Tube sheet after drilling / Header boxes before PWHT respectively and against submission of ABG of equivalent amount. <p>6.A.1.a2 10% of the total PO value</p> <ol style="list-style-type: none"> i. For fabricated equipment like Reactor & Regenerator/Coke Drums/Columns/Pressure vessels/Reactors against satisfactory completion of all long seam and circ seam welding and NDE before PWHT except closing circ. seam weld joint and against submission of ABG of equivalent amount. ii. For Heat exchangers and Air fin coolers on satisfactory Inspection of Tube bundle after Tube to Tube plate welding / Expansion and against submission of ABG of equivalent amount. <p align="center">OR</p> <p>6.A.1.b 15% of the total PO value For Pumps/ Compressors / Extruder against receipt of main drivers (For Extruder main drivers are drivers for Extruder and palletizer) and VFD (as applicable) at vendor's works and against submission of ABG of equivalent amount.</p>

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6.A.2 30% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges for fabricated equipment like Columns/Pressure vessels/ Reactors/ Heat Exchangers, Air Fin Cooler, Pump, Compressor and Extruder.

OR

6.B. 45 % Payment for EOT Crane

Against dispatch documents for EOT Crane along with copy of LR, IRN and packing list Invoice with full taxes, duties and transportation charges.

- 7. 5% against receipt and acceptance of material at site
- 8. 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal.
- 9. 10% on receipt of all material & acceptance of all materials at site.

Major Raw Material for payment against placement of orders:

Columns/Vessels/Reactors/ Coke Drums / Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers, drivers and VFD (as applicable)
Centrifugal Compressors	:	Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD (as applicable)
Extruder:	:	Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD including Transformer (as applicable)
Air Fin Coolers	:	Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes.

Major Raw Material for payment against receipt & identification of raw materials:

Columns/Vessels/Reactors/ Coke Drums/Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers
Centrifugal Compressors	:	Castings for casings, impellor, forgings for rotors
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods

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	<p>Extruder</p> <p>Air Fin Coolers</p> <p>EOT Crane</p>	<p>Screw, Main cylinder, Die Plate</p> <p>Tubes, Header Plates, Fin Material</p> <p>Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes.</p>
<p>1.4 (a)</p>	<p>Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package, HVAC, PSA Hydrogen (with significant Bought out item) and calls for Vendor Data requirement (Without site work):</p> <p>1. Drawing Approval</p> <p>a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout at least in Code-2 / Code R and against submission of ABG of equivalent amount.</p> <p>b. 03% against approval of drawings, wherever required (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R, 90 % (stage) 3D model and against submission of ABG of equivalent amount.</p> <p>2. 01% against receipt of foundation Template and foundation Bolt as applicable for equipment and items as per package requirements.</p> <p>3. 10% against placement of sub-order for specified major raw material (to be specified in MR identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount.</p> <p>4. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified items (to be specified in MR identified during kick off meeting, if not specified in enquiry) at Supplier's works and against submission of ABG.of equivalent amount.</p> <p>5. 45% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges and Master packing list (as part of the Inspection Certificate cum release note), Invoice with full taxes, duties and transportation charges. Master packing list is to be submitted by the package vendor in EIL -portal in information category.</p> <p>(a) In case control system is part of Package vendor's scope, Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category.</p> <p>(b). If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal,</p> <p>6. 5% against receipt and acceptance of material at site</p> <p>7. 05% on receipt of all Final/ As built Drawings/ Documents/ Data/Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL -portal.</p> <p>8. 10% on receipt, acceptance and reconciliation of all materials at site and issue of Certificate of verification of all materials in good condition.</p>	
<p>1.5</p>	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers/ Air Fin Cooler and rotary equipment like Pumps/ Compressors/ Extruder/EOT Crane (with significant Bought out item) and calls for Vendor Data requirement (With site work):</p> <p>1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount.</p> <p>2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount.</p> <p>3. 01% against receipt of foundation Template for Column, Reactors, Coke Drums, Reactor & Regenerator (R&R) and vessels as applicable and foundation Bolt for Coke Drums, Reactor & Regenerator (R&R).</p>	

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Compressor, Extruder.

4. 10% against placement of sub-order for specified major raw material (identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount.
5. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount.

6.A: 45% Payment for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers/Air Fin Cooler and rotary equipment like /Pumps/Compressors/Extruder etc.

6.A.1.a1 05 % of the total PO value

- i. For fabricated equipment like Reactor & Regenerator/ Columns/ Pressure vessels/Reactors against Receipt and satisfactory final inspection of all dished ends at shop and against submission of ABG of equivalent amount.
- ii. For Heat exchangers and Air fin coolers against receipt and satisfactory final inspection of Tube sheet after drilling / Header boxes before PWHT respectively and against submission of ABG of equivalent amount.

6.A.1.a2 10% of the total PO value

- i For fabricated equipment like Reactor & Regenerator/Coke Drums/ Columns/Pressure vessels/Reactors against satisfactory completion of all long seam and circ. seam welding and NDE before PWHT except closing circ. Seam weld joint and against submission of ABG of equivalent amount.
- ii. For Heat exchangers and Air fin coolers on satisfactory Inspection of Tube bundle after Tube to Tube plate welding/Expansion and against submission of ABG of equivalent amount.

OR

6.A.1.b 15% of the total PO value For Pumps/ Compressors/ Extruder against receipt of main drivers (For Extruder main drivers are drivers for Extruder and palletizer) and VFD(as applicable) and against submission of ABG of equivalent amount.

6.A.2 30% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers, Air Fin Cooler, Pump, Compressor and Extruder..

OR

6.B 45% Payment for EOT Crane

Against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges for EOT Crane.

- 7 5% against receipt and acceptance of material at site
- 8 05% on receipt of all Final/As built Drawings/Documents /Data /Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL -portal
9. 10% on completion of Site Work.

Major Raw Material for payment against placement of orders:

Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	: Plates & Forgings
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Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers , drivers and VFD (as applicable)
Centrifugal Compressors	:	Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD(as applicable)
Extruder:	:	Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD including Transformer (as applicable)
Air Fin Coolers	:	Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes.

Major Raw Material for payment against receipt & identification of raw materials:

Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers
Centrifugal Compressors	:	Castings for casings, Impellor, forgings for rotors
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods
Extruder	:	Screw, Main cylinder, Die Plate
Air Fin Coolers	:	Tubes, Header Plates, Fin Material
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes.

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(PURCHASE)

1.5 (a)

Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package, HVAC, PSA Hydrogen (with significant Bought out item) and calls for Vendor Data requirement (With site work):

1. Drawing Approval

- a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R and against submission of ABG of equivalent amount.
 - b. 03% against approval of balance drawings, wherever required (identified in PO/ PR or during KOM if not specified) and at least in Code-2 / Code R, 90 % (stage) 3D model and against submission of ABG of equivalent amount
2. 10% against placement of sub-order for specified major raw material ((to be specified in MR or to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount.
 3. 20% against receipt and identification of major specified raw materials (to be specified in MR or to be identified during kick off meeting, if not specified in enquiry) at Supplier's works and against submission of ABG of equivalent amount.
 4. 45% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges and Master packing list (as part of the Inspection Certificate cum release note). Master packing list is to be submitted by the package vendor in EIL -portal in information category.
 - (a) In case control system is part of Package vendor's scope, Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category.
 - (b) If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal.
 5. 05% on receipt, acceptance and reconciliation of all materials at site and issue of Certificate of verification of all materials in good condition.
 6. 05% on receipt of all Final/As built Drawings/Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal.
 7. 10% upon completion of site work and successful performance guarantee test run.

Note : Above payment terms (Sl. no. 1 to 7) is for supply value.

In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 7) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.

For Site Work:

- a) 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer in-charge.
- b) 10% on successful completion of site work and handing over of goods/equipment at site.

STANDARD PAYMENT TERMS
(PURCHASE)

1.6	<p>Mobile Water cum foam tenders (Truck loaded)</p> <p>For Chassis: (Supplier shall furnish the sub order copy on the chassis manufacturer and furnish confirmation regarding direct payment to chassis manufacturer against chassis value out of total quoted value of complete package).</p> <ol style="list-style-type: none"> 1. 10% of sub-order value to chassis manufacturer directly against placement of sub-order for chassis against submission of equivalent Bank Guarantee having validity up to dispatch of chassis from chassis manufacturer's works. 2. 90% of sub-order value shall be made to the chassis manufacturer against commercial invoice to Supplier (against dispatch readiness), duly endorsed by Supplier and against submission of following: <ol style="list-style-type: none"> a) Ownership of chassis shall be in the name of EIL/Client by sub-vendor along with Insurance policy with the Client as beneficiary to cover all risks during transit and storage at main vendor works. b) In addition Supplier to confirm that they shall assist Owner in final and firm registration of duly built up vehicle at project site. c) No other charges shall be payable on any account w.r.t chassis including transportation of chassis, insurance from Chassis Supplier works to Supplier works etc. d) Supplier to carry out the works in their work shop/ Works which shall be insured including work in progress materials in the shop. Supplier shall furnish all such necessary documents to this effect enabling Owner to release payment to Chassis Supplier. <p>For Fabrication works at Vendor shop (Total quoted price of package excluding price of chassis as per Work order on chassis vendor):</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 10% against receipt and identification of major specified items at Supplier's works (Pumps and Power Take off unit) and against submission of ABG of equivalent amount. 4. 70% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges 5. 05% on receipt of all Final/As built Drawings/Documents/ Data/ Manual in requisite number of TPIA certified copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal. 6. 10 % on receipt of all material & acceptance of all materials at site.
2.	<p>For supply of Mandatory Spares (wherever price of mandatory spares obtained separately)</p> <ol style="list-style-type: none"> 1. 90% against receipt of material at site (after receipt of main equipment at site) along with copy of LR; IRN and packing list, Invoice with full taxes, duties and transportation charges. 2. 10 % on receipt of all material & acceptance of all materials at site.
3.	<p>Site Work:</p> <ol style="list-style-type: none"> a) 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. b) 10% on successful completion of site work and handing over of goods/equipment at site.

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4.	<p>Any services on per diem basis like: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning / Training at site / Supplier's works on per diem basis.</p> <ul style="list-style-type: none"> • 100% prorate against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.
5.	<p>Training (lumpsum)/ Applicable for all items wherever lumpsum rates are sought such as 3D MODELLING etc.</p> <ul style="list-style-type: none"> • 100 % on successful completion of Training duly certified by EIL/OWNER, as per Purchase Requisition.
6.	<p>Annual Maintenance Contract (AMC):</p> <p>100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by Supplier duly certified by authorized representative of Owner.</p>
B.	<u>FOR FOREIGN SUPPLIERS</u>
1.	
1.1.	<p>Where the MR is for supply of materials and there is no Vendor Data Requirement (VDR) specified in the MR like Fasteners, Valves, pipes, fittings, gasket etc</p> <ol style="list-style-type: none"> 1. 15% thru wire transfer against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. 2. 85% of PO value along with full Ocean freight (in case of CFR delivery basis) against shipping documents through irrevocable Letter of Credit/ wire transfer.
1.2.	<p>Where the MR is for supply of materials and calls for Vendor Data requirement (without site work), except item included in 1.4 & 1.5 - like Sample cooler, Strainer, Cable, Control valve etc:</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 10% thru wire transfer against placement of sub-orders to subvendors for Major raw material and submission of BG of equivalent amount 4. 15% thru wire transfer against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. 5. 65% (70% in cases where drawing approval is not required) of PO value along with full Ocean freight (in case of CFR delivery basis) against shipping documents through irrevocable Letter of Credit/wire transfer. 6. 05% thru wire transfer on receipt of all Inspection agency certified Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal.
1.3.	<p>Where the MR is for supply of materials and calls for vendor Data requirement (with site work), except item included in 1.4 & 1.5 - like trays and tower internals, weighing scale etc</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount.

**STANDARD PAYMENT TERMS
(PURCHASE)**

	<ol style="list-style-type: none"> 3. 10% thru wire transfer against placement of sub-orders to subvendors for Major raw material and submission of BG of equivalent amount 4. 15% thru wire transfer against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. 5. 55% (60% in cases where drawing approval is not required) of PO value along with full Ocean freight (in case of CFR delivery basis) against shipping documents through irrevocable Letter of Credit/wire transfer. 6. 05% thru wire transfer on receipt of all Inspection agency certified Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-Portal. 7. 10% on successful completion of Site Work through wire transfer <p>Note: In case Customs clearance and further transportation of material upto Project site is in the supplier's scope, 55% against shipping documents shall be split in 5% + 50% and 5% shall be paid after receipt of material at Project site.</p> <p>Note : Above payment terms (Sl. no. 1 to 7) is for supply value.</p> <p>In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 7) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>For Site Work:</p> <ol style="list-style-type: none"> a. 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. b. 10% on successful completion of site work and handing over of goods/equipment at site.
1.4.	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers/Air Fin Cooler and rotary equipment like Pumps/Compressors/Extruder/EOT Crane (with significant Bought out item) and calls for Vendor Data requirement (Without site work):</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount 3. 01% thru wire transfer against receipt of foundation Template for Column, Reactor & Regenerator, Coke Drums, Reactors and vessels as applicable and foundation Bolt for Compressor/Extruder. 4. 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. 5. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. 6. 60% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit/wire transfer. 7. 05% on receipt of Inspection agency certified all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal.

**STANDARD PAYMENT TERMS
(PURCHASE)**

Major Raw Material for payment against placement of orders:

Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers , drivers and VFD (as applicable)
Centrifugal Compressors	:	Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD(as applicable)
Extruder:	:	Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD (as applicable)
Air Fin Coolers	:	Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes

Major Raw Material for payment against receipt & identification of raw materials:

Columns/Vessels/Reactors/ Coke Drums/Reactor Regenerator	&	:	Plates & Forgings
Heat Exchangers	:	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	:	Castings for casings,, impellers
Centrifugal Compressors	:	:	Castings for casings, Impellor, forgings for rotors
Reciprocating Compressors	:	:	Crank case, Cylinder, Piston, Piston Rods
Extruder	:	:	Screw, Main cylinder, Die Plate
Air Fin Coolers	:	:	Tubes, Header Plates, Fin Material
EOT Crane	:	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes

- 1.4 (a) Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package etc. (with significant Bought out item) and calls for Vendor Data requirement (Without site work):**
1. Drawing Approval
 - a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R and against submission of ABG of equivalent amount.

STANDARD PAYMENT TERMS
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	<p>b. 3% against approval of balance drawings, wherever required (identified in PO/ PR or during KOM if not specified) and at least in Code-2 / Code R, 90 % (stage) 3D model and against submission of ABG of equivalent amount</p> <p>2. 01% against receipt of foundation Template and foundation Bolt as applicable for equipment and items as per package requirements</p> <p>3. 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount.</p> <p>4. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials (to be identified during kick off meeting, if not specified in enquiry) at Supplier's works and against submission of ABG of equivalent amount.</p> <p>5. 55% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. IRN and Master packing list (as part of the Inspection Certificate cum release note) shall also be part of shipping documents. Master packing list is to be submitted by the package vendor in EIL-portal in information category.</p> <p>(a) In case control system is part of Package vendor's scope, Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category.</p> <p>(b) If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal.</p> <p>6. 05% on receipt of Inspection agency certified all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal.</p> <p>7. 05 % on receipt of all material & acceptance of all materials at site.</p>
<p>1.5.</p>	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Air Fin Cooler/Pumps/Compressor/Extruder/EOT Cranes (with significant Bought out item) and calls for Vendor Data requirement (With site work):</p> <p>1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount.</p> <p>2. .03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount</p> <p>3. 01% thru wire transfer against receipt of foundation Template for Column, Reactor & Regenerator, Coke Drums, Reactors and vessels as applicable and foundation Bolt for Compressor/Extruder.</p> <p>4. 10% against placement of sub-order for specified major raw material (identified in PO/ PR or during KOM if not specified) and against submission of ABG of equivalent amount.</p> <p>5. 19% (20 % if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount.</p> <p>6. 50% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit/wire transfer.</p> <p>7. 05% on receipt of Inspection agency certified all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal.</p> <p>8. 10% on completion of site work through wire transfer</p> <p>Note: In case Customs clearance and further transportation of material up to Project site is in the supplier's scope, 50% against shipping documents shall be split in 5% + 45% and 5% shall be paid after receipt of material at Project site.</p>

**STANDARD PAYMENT TERMS
(PURCHASE)**

Major Raw Material for payment against placement of orders:

Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers, drivers and VFD (as applicable)
Centrifugal Compressors	:	Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD (as applicable)
Extruder:	:	Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD(as applicable)
Air Fin Coolers	:	Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes-

Major Raw Material for payment against receipt & identification of raw materials:

Columns/Vessels/Reactors/ Coke Drums/Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers
Centrifugal Compressors	:	Castings for casings, Impellor, forgings for rotors
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods
Extruder	:	Screw, Main cylinder, Die Plate
Air Fin Coolers	:	Tubes, Header Plates, Fin Material
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes

1.5 (a)

Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package, HVAC, PSA Hydrogen etc (with significant Bought out item) and calls for Vendor Data requirement (With site work):

1. Drawing Approval

- a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout at least in Code-2 / Code R and against submission of ABG of equivalent amount.
- b. 03% against approval of drawings, wherever required (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R, 90% stage model review and against submission of ABG of equivalent amount.

**STANDARD PAYMENT TERMS
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2.	<p>10% against placement of sub-order for specified major raw material (identified in PO/ PR or during KOM if not specified) and against submission of ABG of equivalent amount.</p> <p>20% against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount.</p> <p>45% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. IRN and Master packing list (as part of the Inspection Certificate cum release note) shall also be part of shipping documents. Master packing list is to be submitted by the package vendor in EIL-portal in information category.</p> <p>(a) In case control system is part of Package vendor's scope, Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category.</p> <p>(b) If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal.</p> <p>05% on receipt of Inspection agency all Final/As built Drawings/ Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal.</p> <p>05% on final acceptance of all materials at site.</p> <p>10% upon completion of site work and successful performance guarantee test run through wire transfer.</p> <p>Note: In case Customs clearance and further transportation of material upto Project site is in the supplier's scope, 45% against shipping documents shall be split in 5% + 40% and 5% shall be paid after receipt of material at Project site.</p> <p>Note: Above payment terms (Sl. no. 1 to 7) is for supply value.</p> <p>In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 7) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>For Site Work:</p> <p>a. 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge.</p> <p>b. 10% on successful completion of site work and handing over of goods/equipment at site.</p>
2.	<p>For supply of Mandatory Spares:</p> <p>100% thru irrevocable Letter of Credit against shipping documents after dispatch of main equipment.</p>
3.	<p>Site Work:</p> <p>a) 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge.</p> <p>b) 10% on successful completion and handing over of goods/equipment at site.</p>
4.	<p>Any services on per diem basis like: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning / Training at site / Supplier's works on per diem basis.</p> <ul style="list-style-type: none"> • 100% against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.
5.	<p>Training (Lumpsum):</p> <ul style="list-style-type: none"> • 100% through Wire Transfer on successful completion of Training duly certified by EIL/OWNER, as per Purchase Requisition (PR).

**STANDARD PAYMENT TERMS
(PURCHASE)**

6.	<p>Annual Maintenance Contract (AMC):</p> <ul style="list-style-type: none"> 100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by Supplier duly certified by authorized representative of Owner 		
7.	<p>Indian sub-supplies in case of a Foreign bidder:</p> <ol style="list-style-type: none"> 85% through E-Payment with taxes and duties will be paid against receipt of Indian sourced goods/material at project site. 10% against receipt of Indian supplies at site and delivery of main equipment by foreign bidder, as per Terms of bidding document and completion of site work, wherever applicable. 5% on submission of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition, by main bidder. <ul style="list-style-type: none"> Payment of Indian sub supplies/Services shall be released directly to Indian counterpart against Invoices raised by Indian counterpart duly certified by foreign principal. In case of Foreign bids with Indian sub supplies, the payment terms of Foreign bidder against shipping documents stands reduced by 5% which shall be released as follows: <ul style="list-style-type: none"> ➤ 5% payment shall be released thru wire transfer, on delivery of main equipment by foreign principal (as per terms of enquiry document) as well as receipt of Indian supplies at site. 		
C	<p>FOR ALL SITE FABRICATED COLUMNS, VESSELS ETC. (FABRICATION YARD WITHIN PROJECT SITE)</p> <ol style="list-style-type: none"> 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 01% against receipt of foundation Template 10% against placement of sub-order for specified major raw material (identified in PO/ PR or during KOM if not specified) and against submission of ABG of equivalent amount. 24% against receipt and identification of major specified raw materials (Plates and Forgings) at supplier's works / Fabrication yard located outside Project site and against submission of ABG of equivalent amount. Submission of ABG is not required in case fabrication yard is located within project site. 6.1 5% of the total PO value against Receipt and satisfactory final inspection of all dished ends at Fabrication yard and against submission of ABG of equivalent amount. Submission of ABG is not required in case fabrication yard is located within project site. 6.2 20% of the total PO value against satisfactory completion of all long seam and circ seam welding and NDE before PWHT except closing circ. Seam weld joint and against submission of ABG of equivalent amount. Submission of ABG is not required in case fabrication yard is located within project site. 20% with full taxes & duties and transportation charges against completion of all manufacturing & testing and unconditional IRN issued by the Inspection agency. 05% on receipt of Inspection agency all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal. 10% on receipt at erection site, erection in position (wherever applicable) and acceptance thereof all materials at site. <p>Major Raw Material for payment against placement of orders:</p> <table border="1" data-bbox="215 1948 1548 2045"> <tr> <td>Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator</td> <td>: Plates & Forgings</td> </tr> </table>	Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	: Plates & Forgings
Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	: Plates & Forgings		

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STANDARD PAYMENT TERMS
(PURCHASE)

NOTES:

- A. 1ST Milestone payment shall be released only after receipt of CPBG (wherever applicable) Wherever ABG is required to be submitted by the supplier against milestone progress payment, validity of ABG shall be valid till CDD which shall be further extended , as required till last date of receipt of all material at site. However ABG will be released on dispatch/ receipt of material at site (as applicable).
- B. Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorata shall not be on part of equipment.
- C. In case of indigenous SUPPLIERS, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of GST shall be paid on receipt of GST invoices and on proof of payment of GST, or, on auto-population under GST portal.
- D. Payment to indigenous SUPPLIERS shall be released through Electronic Clearing System (ECS) and to foreign SUPPLIERS, payments other than against shipping documents, i.e., for Site Work and Supervision/Training etc. shall be through wire transfer.
- E. Uploading of and Tracking of invoice in EIL invoice portal:
Suppliers and Service Providers shall upload the scan copy of invoices and other documents as required in the Purchase Order/Work Order on the EIL Invoice Portal to enable EIL to speed up and cut down on the processing and payment cycle. Post uploading, all correspondence between EIL and Suppliers/Service Providers will be through the portal. Suppliers/Service providers can track the status of the uploaded invoices through the portal.
A user guide on the operation of the portal is available on log in. URL of the portal is <http://www.eil.co.in/invoiceportal>. Registered Supplier/Contractor can Login with existing Supplier/Contractor code using the radio button. Non-Registered Supplier/Contractor can Login with PAN No. and generate the password using the radio button.
- F. Irrevocable Letter of Credit (L/C) shall be acceptable from foreign Suppliers in place of Advance Bank Guarantee as well as Contract cum Performance Bank Guarantee.
- G. For payment to Foreign suppliers: L/C shall be established in favor of the supplier in a bank in his country, for an appropriate amount (in line with Payment Terms). L/C shall be opened within 45 days of receipt of acknowledgement of FOA/PO and receipt of CPBG (wherever applicable). In case confirmed L/C is insisted by supplier, L/C confirmation charges shall be to supplier's account.
- H. All payments (other than through L/C) shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.
- I. All bank charges of respective bankers shall be to respective account.
- J. Supplier shall submit Billing Schedule within three weeks after placement of FOA/PO (whichever is issued earlier) for EIL/OWNER's approval (wherever applicable). Suppliers requiring multiple dispatches will restrict the number of dispatches to maximum Three, unless agreed otherwise by Project Manager.
- K. In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required
- L. Certification for placement of sub-order and/or identification of major raw material, in the above payment terms, shall be carried out by the nominated Inspection agency.
- M. Wherever the payment provision is there against ABG, and Vendor is not seeking payment against these milestone, those milestone payment shall be released along with milestone of despatch/ receipt of material at site without seeking any ABG for earlier milestone payment.

**ANNEXURE –II TO SPECIAL
PURCHASE CONDITIONS**

**TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS SERVICES BY FOREIGN
BIDDER**

NOT APPLICABLE

**ANNEXURE –III TO SPECIAL
PURCHASE CONDITIONS**

**TERMS & CONDITIONS FOR SUPERVISION OF
ERECTION, TESTING & COMMISSIONING**

TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING

1. Bidder shall quote per diem charges which shall include lodging, boarding, medical, local transport, all insurances including Bidder's personnel and third party insurance, all other incidental charges and all taxes & duties except GST (for bidders registered in India) which shall be quoted extra and shall be payable against submission of Invoice as per GST rules.
 2. Tax(s) as per Government policy shall be deducted at source by Purchaser while making payments against each invoice.
 3. **For Foreign Bidders** : To & fro air fare by economy class through most economical route preferably by Air India and/or AC 2 Tier by Train Fare(*) within India nearest to site (**Surat Airport, Gujarat**), will be reimbursed at actual. Local transportation in bidder's country shall be to bidder's account.
 4. **For Indian Bidders**: To & fro air fare by economy class through most economical route preferably by Air India and/or AC 2 Tier by Train Fare(*) nearest to site (**Hazira Railway Station**), will be reimbursed at actual.
(*) In case a bidder travels by any other mode of transport, the payment shall be made against documentary evidence subject to maximum of AC 2 Tier train fare.
 5. Per diem charges shall be payable from the day bidder's person reaches site upto the day he leaves the site. No payment will be made for travel days/period.
 6. In case bidder's representative is not called for during Intervening weekly off/Holidays, the same shall be payable at the normal rate of site services. However, in case Seller's representative is called at site during weekly off/Holiday, the same shall be paid @ overtime rate quoted extra by bidder.
 7. In case bidder's representative takes leave, per diem charges for that day shall not be payable.
 8. Working hours prevailing at site, normally 8 hours/day - Monday through Saturday and holidays as applicable to Purchaser's site personnel shall apply.
 9. Selection of Foreign/ Indian supervisory personnel shall be left to Owner's/Purchaser's choice.
 10. Vendor's supervisory personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.
 11. A notice period of 15 days will be given for mobilization of supervisory personnel for supervision of erection.
 12. Validity period of per diem rate shall be upto the end of guarantee period. Further, in case services for supervision are required after the guarantee period, 8% annual escalation shall be applicable.
 13. Payment: 100% against submission of monthly bills and time sheets certified by the Engineer-in-Charge.
-

14. Requirement of Employment Visa for Foreign Nationals

All foreign nationals coming to India for execution of Projects / Orders will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- i) Employment Visa is granted only for the skilled and qualified professional or to a person who is being engaged or appointed by a company, organization, Industry or undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- ii) Request for employment Visa for jobs for which large number of qualified Indian are available, is not considered.
- iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to Indian during execution of the Order.

CHARGES FOR SUPERVISION OF ERECTION/TESTING/COMMISSIONING:

S. No.	Description	Vendor's Reply/Information (_____) Currency
1.	Per diem charges (per person) for 8 hours work on normal working days (Monday to Saturday)	TO BE QUOTED IN PRICE SCHEDULE /Day
2.	Overtime rate/ hour beyond normal 8 hours work on normal working days.	TO BE QUOTED IN PRICE SCHEDULE /Hour
3.	Overtime rate/hour for work on weekly off days/ holidays (as applicable at Project site).	TO BE QUOTED IN PRICE SCHEDULE /Hour

Notes:

1. In case bidder recommends more than one category level of supervisory personnel the information desired at Sr. Nos.1 to 5 above in the table shall be furnished separately for each category of supervisory personnel.
2. Quoted per diem rate shall be considered in the evaluation as per RFQ Document.

Bidder's Acceptance:

RFQ No. :

Signature with Name & Date and

Item :

Seal/Stamp of the Bidder

Offer No. :

**ANNEXURE –IV TO SPECIAL
PURCHASE CONDITIONS**

**TERMS & CONDITIONS FOR INSTALATION /
SITE WORK (PART OF SUPPLY ITEMS)**

- 1.0 The Vendor shall perform their jobs in eco-friendly manner and in consonance with the objectives of ONGC Site environment management system.
- 2.0 Construction / erection work for several other project facilities at various locations within refinery site will be progressing concurrently. It will be the responsibility of vendor to seek approvals from the Owner/Purchaser for working within & outside the refinery limits and also of taking all suitable safety measures as per regulations in force for the safety of existing-refinery.
- 3.0 The material shall be collected by the vendor from Purchaser's stores/Project Site/vendor's own stores (as the case may be) and transported to the erection site at Vendor's cost and risk.
- 4.0 All labour (both skilled and unskilled), tools, tackles and consumables, shall be arranged by Vendor at his own cost.
- 5.0 Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees/staff at their own cost and abide by all labour laws, safety codes and statutory regulations and keep Owner/ Purchaser indemnified in respect thereof.
- 6.0 Purchaser shall arrange the Marine cover Insurance and Erection. All Risk Cover Insurance for the project for permanent incorporation of material and services. Vendor shall arrange and pay for all other insurances as may be required under the law for their employees/ materials/subcontractor(s) and shall also cover against all risk for the materials issued by Purchaser. Vendor shall be working at Owner's site along with agencies that will be engaged in the other activities. For this purpose the third party risk shall also be covered by Vendor.
- 7.0 The Vendor is responsible for keeping his work place neat and clean and shall always avoid scattering of any materials around the work place. The Vendor shall clear the work site of all debris, materials, tools, tackles etc. immediately upon completion of the job. Any temp. line/cables etc. laid for the purpose of execution of a particular job shall be immediately removed to an agreed location and the site cleared off all such materials.
- 8.0 The Vendor shall not throw out gaskets, used electrode pieces, hand gloves, cotton wastes, gunny bags, polythene bags etc. into open channel, any drains or pipe line system. These are to be collected together and deposited in bins/waste collectors earmarked for the purpose of disposal after consultation with Engineer-in-Charge.
- 9.0 WATER & POWER
- 9.1 Water
Construction water shall be provided by EIL/ ONGC free of cost at one point from where sub-Contractor will make his own arrangement for temporary distribution through tested and certified piping / fittings. In case EIL/ ONGC is unable to provide the water, Sub-contractor shall make his own arrangement.
However, sub-contractor shall arrange for drinking water at his own cost.
- 9.2 Power
EIL will provide power free of cost, at one point from where sub-contractor shall make his own arrangement for temporary distribution. All the works will be done as per IEA regulation and checked & passed by EIL. The temporary line will be removed after the completion of work or if there is any hindrance caused to the other works due to alignment of these lines, subcontractor shall re-route or remove the temporary lines at his own cost. Sub-contractor at his own cost shall also provide suitable electric meters, fuses, switches, etc, which should be in custody of Engineer-in charge. In

case EIL/ ONGC is unable to provide the power, Subcontractor shall make his own arrangement.

9.3 If EIL/ ONGC is unable to provide water and power as mentioned above for any reasons whatsoever, the same have to arranged by sub-contractor. Charges for the same shall be reimbursed extra by ONGC / EIL against the submission of documentary evidence. No time extension shall be payable on the above account. This shall not relieve sub-contractor of his responsibility for timely completion of the work as stipulated in the bidding document.

10.0 EIL may permit the bidder, reasonably required land, free of any liability to establish a temporary site office, fabrication yard and storage area at the job site, at the discretion of Engineer-in-charge. EIL shall not permit any land at site to be used for residential purposes nor shall otherwise provide or arrange any land for temporary accommodation of the bidder's personnel or labour.

The bidder shall at its own cost and initiative arrange land for residential accommodation for its staff and workers and the price of services shall be deemed to include the same.

11.0 All Cranes, handling equipment etc, as required, shall be arranged by Vendor at his cost.

12.0 As per the applicable Factory Act the Labour License, if required, shall be taken by Vendor before starting the works.

13.0 All necessary compliances to various statutory requirements including Factories Act, Labour Welfare legislations etc. shall be vendor's responsibility.

14.0 The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per EIL specification no. 6-82-0001, OISD Guidelines 192 and OISD Guidelines 207, enclosed.

15.0 It shall be vendor's responsibility to comply with all rules and regulations in force at construction site.

16.0 Surplus material, if any, after completion of site work, shall not be allowed to be taken out of the refinery premises.

17.0 TAXES & DUTIES

17.1 Foreign vendor's quoted prices shall be inclusive of Indian Income Tax/ withholding Tax and Indian vendor's quoted prices shall be inclusive of Indian Income Tax.

17.2 Quoted prices shall be Exclusive of GST (Goods & Service Tax) on Site Work, the same shall be paid extra at actuals against submission of necessary documents against which Owner may avail the benefit of input tax credit (if any) ..

17.3 Necessary tax registration, if any, for site activity shall be done by vendor and cost shall be included in the quoted price.

18.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

All foreign nationals coming to India for execution of Projects / Orders will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- 18.1 Employment Visa is granted only for the skilled and qualified professional or to a person who is being engaged or appointed by a company, organization, Industry or undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- 18.2 Request for employment Visa for jobs for which large number of qualified Indian are available, is not considered.
- 18.3 Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to Indian during execution of the Order.

**ANNEXURE –V TO SPECIAL PURCHASE
CONDITIONS**

**TERMS & CONDITIONS FOR ANNUAL
MAINTENANCE CONTRACT (AMC)**

ANNUAL MAINTENANCE CONTRACT (AMC)

(TERMS & CONDITIONS)

1. Please quote for the Post Warranty Annual Maintenance Contract as per scope defined in Material Requisition / Technical portion for a period of ___ years. Please furnish the year wise Break-up as per the Price Schedule.
2. The AMC Charges quoted in Price Schedule Format shall be inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, all Taxes & Duties and all other incidental charges etc. but excluding GST which shall be payable extra at actual on Submission of Invoice as per GST rules. Owner will not have any liability, whatsoever, over and above the quoted prices.
3. The payment terms for the AMC shall be on quarterly basis after completion of the each quarter against submission of Bills duly certified by the Engineer-in-charge.
4. The order for AMC will be placed before the expiry of contractual Warranty Period. The price of AMC services will remain firm & fixed for the complete execution of AMC contract. In case there is delay in start of AMC from the date of expiry of warranty period, the charges shall be paid on pro rata basis for the duration curtailed from original specified AMC period.
5. Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annually AMC amount which shall be valid for the entire AMC period plus 2 months claim period.
6. Periodic and Preventive maintenance: Vendor shall depute their engineers to installation site as & when required for regular checkups, as part of periodic maintenance. Vendor shall also depute their service engineers periodically for preventive maintenance, major repairs / replacement and reporting. Price shall also include emergency visits as necessary.
7. Scope of AMC shall be as per MR/ Technical portion. The quoted lump sum rate shall include providing all manpower, machineries and materials required to carry out the work as per scope of work of AMC defined in the MR.

S. No.	Description :	
1	AMC after completion of warranty period	All inclusive Lump sum Charges ()
1.01	1st Year	Quoted in Price format
1.02	2nd Year	Quoted in Price format

SIGN AND STAMP OF SUPPLIER

**ANNEXURE –VI TO SPECIAL
PURCHASE CONDITIONS**
TERMS & CONDITIONS FOR TRAINING

**TERMS & CONDITIONS FOR TRAINING
(Terms & Conditions)**

1. Bidder shall quote Training charges of EIL's/Owner's Operation and Maintenance personnel at Bidder's works/training facility on lumpsum basis.
2. All expenses including but not limited to Air-fare, accommodation, local conveyance, living expenses etc of EIL's/Owner's personnel shall be borne by Purchaser.
3. Quoted prices shall be inclusive of all taxes & duties except GST which shall be payable extra at actuals against submission of documents as per GST rules.
4. A notice period of 15 days will be given by EIL for prior arrangement.
5. PAYMENT TERMS: 100% on completion of services against submission of invoice, any other supporting documents, if required along with Certificate of training duly certified by Project Manager.

A. PER TRAINEE LUMP SUM CHARGES :

S no	Description	RATE IN _____
1	Lumpsum charges per Trainee	Quoted in Price Schedule

E-INVOICING DECLARATION

[ANNEXURE - VII TO SPECIAL PURCHASE CONDITIONS

<Declaration to be provided by supplier/contractor where turnover is less than INR 10 crores (on letterhead)>

We, **<Name of entity>**, (a Proprietorship firm / Partnership firm / Company), having its registered office at **< address>**, having PAN No. _____ and GSTIN No. _____, hereby declare that **<Name of entity>**'s aggregate turnover of all GSTINs in any Financial Year from 2017-18 to 2021-22 is less than INR 10 Crores (Rupees Ten Crores) and **<Name of entity>** is not required to comply with e-invoicing provisions proposed under GST.

<Name of entity> also hereby declare that **<Name of entity>** will update Engineers India Limited in case there is any change in the above details or in case **<Name of entity>** is required to adhere to e-invoicing provisions under GST due to any subsequent change in law. In such case, **<Name of entity>** shall comply with provisions of e-invoicing regime as and when the same becomes applicable to **<Name of entity>**.

<Name of entity> hereby declare the above statement is true and correct and **<Name of entity>** shall indemnify and hold Engineers India Ltd good for any demand, credit reversal, denial of refund, loss, interest or penalty, suit, action, costs and expenses whatsoever (including attorneys' fees and associated legal costs) which may be commenced against and/or incurred by Engineers India Limited due to any incorrect declaration or non-compliance by **<Name of entity>** and Engineers India Ltd shall have the right to withhold or recover any such loss/cost/expense from any amount payable to **<Name of entity>**.

<Name and signature of authorized signatory >

For <Name of entity>

<Entity's Seal/Stamp>

<Date>

Annexure-VIII to SPC

Annexure – II
(Where EIL is the LSTK/OBE/EPC
Contractor & is further Sub Contracting)

MODEL DISPUTE RESOLUTION CLAUSE

1. In respect of all or any dispute(s) of any kind whatsoever between the Parties arising out of or in connection with the Contract, the Parties shall seek to resolve any such dispute or difference by mutual consultation, failing which, mandatorily by way of Conciliation through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended), and only if such Conciliation fails then through Arbitration / Commercial Courts as mentioned herein.
2. There shall be no arbitration, for all or any dispute(s) involving aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and for all or any dispute(s) involving aggregate claims (including interest all inclusive) greater than Rs. 5 Crores.

All or any dispute(s) involving “aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and aggregate claims (including interest, all inclusive) greater than Rs. 5 Crores” shall be adjudicated shall be adjudicated by the Courts of competent jurisdiction at New Delhi.

3. All or any dispute(s) arising out of or in connection with the Contract, involving aggregate claims (including interest, all inclusive) between Rs. 25 Lakhs and Rs. 5 Crores, which cannot be resolved through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended) may be referred to arbitration for adjudication in the manner specified herein.

Provided that any dispute(s) specifically specified as excluded matters and listed at clause no. 8 shall not be arbitrable.

4. The Arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 (as amended). The fee of arbitrator in respect of claims by the Contractor shall be paid by the Contractor and fee of arbitrator in respect of claims by EIL shall be paid by EIL. This agreement between parties that the fee on contractor's claim is payable by the Contractor and the fee on the EIL's claims shall be paid by EIL, shall valid and such agreement shall be renewed between the parties after the dispute in question has arisen.

All other expenses (including expense related to venue, travel of the arbitrator, local conveyance, secretarial assistance, and any other incidental expenditure) shall be equally shared by both the parties.

5. On invocation of the Arbitration clause by either party, EIL shall suggest a panel of three independent and distinguished persons to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC)’ to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the

communication from EIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and EIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of EIL on the appointment of the sole arbitrator shall be final and binding on the other party.

6. The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
7. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable.
8. List of Excluded matters:
 - a. Whether or not a claim sought to be referred to arbitration by the contractor is a notified claim.
 - b. Whether or not a notified claim is included in the contractor's final bill in accordance with the provisions of contract.
 - c. Any claim, difference or dispute relating to, connected with or arising out of EIL's decision under the provisions of Integrity Pact executed between EIL and the Bidder / Contractor.
 - d. Any claim, difference or dispute relating to indulgence of Contractor/Vendor/Bidder in corrupt/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - e. Any claim, difference or dispute relating to, connected with or arising out of EIL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor
9. Parties mutually agree that Arbitral Tribunal/Arbitrator will not include in the sum for which the award is made any interest for any part of period between the date on which the cause of action arose and the date on which the award is made. Accordingly the Parties mutually agree that neither the arbitral claim nor the arbitral award shall include interest component for any part of period between the date on which the cause of action arose and the date on which the award is made.
10. Governing Law and Jurisdiction: The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for invocation of Arbitration clause, adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.
11. Sub clauses 2 to 9 of this clause shall not be applicable in contracts where both the parties to the contract come under the purview of AMRD Mechanism.

Annexure : V

ENGINEERS INDIA LIMITED CONCILIATION RULES, 2012
Rules for Speedier, Cost-effective, Out-of-Court, Out-of-Arbitration
Amicable Dispute Settlement through Conciliation

Whereas Part-III of the Indian Arbitration and Conciliation Act, 1996 makes elaborate provisions for Alternate Dispute Resolution through Conciliation, which is emerging as an effective Dispute Resolution Mechanism for Public Sector Units in India.

Whereas Engineers India Limited desires to approach Conciliation as a Dispute Resolution Mechanism and hereby frames the present Rules in conformity with/supplementary to Part - III of the Indian Arbitration and Conciliation Act, 1996 for speedier, cost-effective and amicable settlement of disputes through Conciliation.

RULE 1: SHORT TITLE

These Rules shall be called the Engineers India Limited Conciliation Rules, 2012.

RULE 2: DEFINITIONS

- (a). "EIL" shall mean Engineers India Limited, having its registered office at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.
- (b). "Panel of Conciliators" shall mean the list of eligible persons maintained by EIL's Legal (Commercial) and approved by the Chairman & Managing Director of EIL to act as Conciliators in Conciliation proceedings under these Rules.

Proposals initiated by Legal (Commercial) for empanelment of such Conciliators shall be approved by Director (Commercial) and Director (Finance) before the same is approved by Chairman & Managing Director of EIL.

- (c). "Party" means a Party to a defined legal relationship, whether contractual or otherwise or a Party to a Conciliation proceeding under these Rules.

- (d). "**Rules**" shall mean the Engineers India Limited Conciliation Rules, 2012.
- (e). "**Outside Experts Committee**" shall mean the Committee of Conciliators appointed under Rule 5 (g) of these Rules.
- (f). "**Working Day**" shall mean any of the Five days from Monday to Friday, excluding holidays declared by Engineers India Ltd.

RULE 3: APPLICATION OF RULES

- (a). The Engineers India Limited Conciliation Rules, 2012 shall apply to any dispute, arising out of or relating to a contractual or defined legal relationship in the form of a contract or otherwise, involving Engineers India Limited as a Party where the parties seeking an amicable settlement of their disputes have agreed that Engineers India Limited Conciliation Rules, 2012 apply.
- (b). The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever a settlement is possible.
- (c). Pendency of Arbitral or Judicial proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue as the Arbitral or Judicial proceedings. However, in such case, the parties shall put such arbitral/judicial proceedings on hold to facilitate the Conciliation Proceedings.
- (d). These Rules shall not, however, apply to dispute(s) which, by virtue of any law for the time being in force in India, may not be submitted to Conciliation.
- (e). These Rules shall be subordinate to and supplementary to Part-III of the Indian Arbitration and Conciliation Act, 1996 and the latter would prevail over the former to the extent of inconsistency, if any.

- (f). These Rules are broad standard Conciliation Procedures for a flexible, systematic, expedient and amicable settlement of disputes and Parties may mutually agree to make appropriate adjustments and such mutually agreed departures/deviations from any of these Rules shall not in any circumstance render a Conciliation Proceeding or any Settlement Agreement reached pursuant thereto void Ab-Initio.
- (g). Subject to subsequent Agreement between/amongst the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed Dispute Settlement Mechanism or these Rules are not the prescribed Conciliation Rules under the relevant Contract/Agreement or any form of defined legal relationship.
- (h). Raising of any issue or point of dispute by any Party - factual or otherwise - in writing or otherwise in any earlier communication (electronic or otherwise) between or amongst the Parties (without resolution) shall not be considered 'Conciliation' or part thereof under these Rules, unless such Conciliation proceedings are formally invoked under these Rules.

RULE 4: PANEL OF CONCILIATORS

- (a). Legal (Commercial) shall, for the purpose of appointing the Conciliator between the Parties, shall prepare and maintain a Panel of Conciliators, consisting of persons of unquestionable integrity and good public standing within sixty days of coming into force of these Rules in accordance with clause 2 (b) above.
- (b). Conciliators in the Panel of Conciliators, maintained by EIL, shall be Independent persons, who are neither employees nor Consultants/ Advisors of Engineers India Limited. However, the ex-employees of EIL are in no manner precluded from being included in such panel, provided they do not draw any benefits from Engineers India Limited during the span of such proposed inclusion in the panel.
- (c). The consent of the persons whose names are included in the panel shall be obtained before empanelling them.

- (d). The panel shall contain an Annexure, giving details of the qualifications of the conciliators and their professional or technical experience in different fields.
- (e). The panel of Conciliators appointed under Clause (a) shall normally be for a period of three years from the date of appointment and further extension of the panel of Conciliators shall be at the discretion of the Chairman & Managing Director of Engineers India Limited.
- (f). The following persons shall be eligible for consideration for empanelment in EIL's Panel of Conciliators:
- i. Retired Secretary/Additional Secretary of Govt. of India or any equivalent post thereof.
 - ii. Retired Chairman-cum-Managing Director/Functional Directors of any Central Public Sector Enterprise in India.
 - iii. Retired Independent Directors who have served on the Board of any Central Public Services Enterprise.
 - iv. Independent Experts registered with the Indian Council of Arbitration.
 - v. Retired officials of not less than the rank of Executive Director of any Central Public Sector Enterprise.
- (g). Any person in the Panel of Conciliators maintained by EIL shall not be entitled to any monetary benefit or remuneration/fees or other facility(ies) only by virtue of his/her name being in such a Panel, except when he/she is actually appointed as a Conciliator for specific Conciliation proceedings under these Rules vis-a-vis any specific issue(s) or Dispute(s) referred for Conciliation.
- (h). The Chairman & Managing Director of EIL is empowered to approve, add or delete any name from the list of panel of Conciliators.
- (i). Removal of a person from EIL's Panel of Conciliators shall not have the automatic effect of removal/withdrawal of the said person from an existing Outside Experts Committee in relation to specific Dispute(s) referred for Conciliation, unless the Parties thereto agree on such removal/ withdrawal.

(j). Disqualifications of persons appointed as Conciliators

The following persons shall be deemed to be disqualified for being empanelled as Conciliators:

- i. Any person who has been adjudged as insolvent or persons
 1. against whom criminal charges involving moral turpitude are framed by a criminal court and are pending; or
 2. who have been convicted by a criminal court for any offence involving moral turpitude.
- ii. Any person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority which are pending or have resulted in a punishment.
- iii. Any person who is interested or connected with the subject-matter of dispute(s) or is related to any one of the Parties or to those who represent them, unless such objection is waived by all the parties in writing. A Member of Outside Experts Committee before entering into a reference for conciliation shall give an undertaking in the manner prescribed in **Schedule - A**.
- iv. Any legal practitioner who has or is appearing for any of the Parties in any suit or in other proceedings(s).

RULE 5: CONCILIATORS - NUMBER & APPOINTMENT

- (a). There shall be one Conciliator in cases where claim value does not exceed Rs. 2 Crores. However, in case the amount involved is more than Rs. 2 Crores, the same will be settled by a panel of three Conciliators one each from Technical, Finance/Commercial and Legal fields. All such Conciliators will be outside experts appointed by Chairman & Managing Director of EIL from the panel of Conciliators being maintained by EIL.

- (b). The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of "Outside Experts Committee" in regard to the dispute(s) referred for Conciliation and shall conduct Conciliation proceedings under these Rules.
- (c). If a Conciliator withdraws himself or herself or is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for at least three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s), the Parties may appoint another Conciliator in the same manner contemplated herein.

RULE 6: INITIATION OF CONCILIATION

- (a). EIL or any Party to a defined legal relationship with EIL - Contractual or otherwise, wishing to settle any issue with the other Party(ies), shall serve the other Party(ies) with a Written Notice/Invitation for initiation of Conciliation Proceedings under these Rules, preferably after exhausting the normal official avenues of communication for resolving the issue proposed to be referred to conciliation.
- (b) In case EIL desires to initiate the Conciliation Proceedings, the concerned group executing the project, shall first obtain the consent of the other Party.

Thereafter the case shall be moved by the aforesaid project group for approval of Director (Projects), Director (Commercial), Director (Finance) and Chairman & Managing Director for referral to conciliation by constitution of expert committee called 'Outside Experts Committee'.

- (c). A Written Notice/Invitation for initiation of Conciliation proceedings shall, inter alia; contain the following details:
 - i. Issue(s) in dispute - Factual or Otherwise
 - ii. Identity of the Party (ies) - Name, Official Address, Contact E-Mail Address, Telephone Number(s), Official Representative etc.
 - iii. Consent of the Party serving Notice of Conciliation under these Rules
 - iv. Any other term and condition for conciliation, consistent with the Indian Arbitration and Conciliation Act, 1996

- (d). The Party(ies), receiving Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) shall, within 30 days of receipt of Written Notice/Invitation for Conciliation, intimate its/their consent for Conciliation Proceedings under these Rules and the Chairman and Managing Director of EIL shall appoint the Conciliator from the panel of Conciliators being maintained by EIL.
- (e). If no Reply(ies) under Sub Rule (c) is/are received from the other Party(ies), on whom Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) has/have been served, within 30 days of Invitation or within such period prescribed in the Written Notice/Invitation for Conciliation, whichever is longer, the Invitation for Conciliation may be treated as 'Rejected'.
- (f). Conciliation proceedings under these Rules shall be deemed to commence on the day the Party, receiving Invitation for Conciliation, intimates in writing its acceptance of such an invitation. For Conciliation proceedings with more than two Parties, such proceedings shall be deemed to commence on the day the last intimation of acceptance of Invitation for Conciliation is received from a Party.
- (g). If the Parties fail to agree on appointment of Conciliator(s) and constitution of Outside Experts Committee within 90 days of receipt of Reply(ies) from the other Party(ies) under Sub-Rule (e) or such extended time-period, as agreed between/amongst the Parties, whichever is longer, the efforts at dispute settlement through Conciliation shall be treated as 'failed'.

RULE 7 - CONCILIATION PROCEEDINGS

- (a). The Outside Experts Committee, within 7 working days of its constitution, may request the Parties to file a brief Written Statement, describing the general nature of the dispute(s) and points at dispute. Any other document may also be filed, if a Party so desires.

- (b). The Outside Experts Committee may also request the Parties to submit further Written Statements of the concerned Parties' position and facts and grounds in support thereof, supplemented by any document(s) and other evidence that such a Party deems appropriate. The Parties may also be asked to furnish copies of relevant earlier communications exchanged amongst themselves, if any, on the issue of dispute.
- (c). It shall be open to the Parties to make any proposal for amicable settlement of dispute and the Outside Experts Committee shall hear the other party on the said proposal.
- (d). The Outside Experts Committee shall make best endeavour to settle the dispute(s) through proposals of the Parties only, before making any Proposal(s) itself first. Nevertheless, as and when it is deemed extremely important or on joint request of the Parties, the Outside Experts Committee at any point of time during the Conciliation proceeding make any proposal - oral or otherwise.
- (e). The first meeting of the Parties shall be called by the Outside Experts Committee, after consulting the Parties involved, at a convenient date and time, within 10 working days of receipt of documents mentioned in the preceding Sub-Rule (a).
- (f). During the first meeting, a tentative time-frame and broad work-Schedule of the Conciliation proceedings may be finalized after due consultation with and consent of the Parties.
- (g). The Outside Experts Committee shall be free to communicate in whatever manner it deems fit with any Party to furnish any kind of information or document(s) relevant for the purpose of the Conciliation proceeding.
- (h). The Outside Experts Committee shall, as much as possible, proceed with the Conciliation proceeding on issue-by-issue basis, but after proper identification of relevant issues with the consent of the Parties.

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- (i). The Outside Experts Committee, with the consent of the Parties, may also call for material witness(es) to assist the Committee in reaching an amicable solution of the dispute(s) referred.
- (j). Each Party shall send a copy of its brief Statement and every other document(s) filed before the Outside Experts Committee to the other Party(ies).
- (k). The Outside Experts Committee shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute(s) referred.
- (l). The Outside Experts Committee may also provide opportunities for oral hearing and make suggestions - oral or in writing - at any appropriate stage of the Conciliation proceeding, as contemplated by Section 67 of the Indian Arbitration and Conciliation Act, 1996.

RULE 8: REPRESENTATION, VENUE & OTHER BROAD PRINCIPLES

- (a). Advocates shall not be allowed to participate in Conciliation Proceedings under these Rules and Parties shall plead their own cases.
- (b). Parties shall, however, be free to be represented by their duly authorized officers/ in-house Law Officers to argue their own cases.
- (d). Conciliation Proceedings under these Rules shall be held in the office of Engineers India Limited at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.
- (g). Equal Opportunity shall be given to the Parties to express their views before the Outside Experts Committee and the said Committee shall make utmost effort to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.
- (h). Representation of the Parties may be oral or in writing and unless otherwise decided by the Parties, Minutes of the Meetings/Hearings may be recorded

briefly in broad general terms, without, however, recording adversarial submissions/developments, if any. Copies of such minutes of meetings, if recorded in writing, shall be sent to the Parties within 3 working days of each such Meeting/Hearing.

- (i). Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time-bound manner, without, however, diluting procedural flexibility of such proceedings.

RULE 9: ROLE OF THE OUTSIDE EXPERTS COMMITTEE

- (a). The Outside Experts Committee shall attempt to facilitate voluntary resolution of the dispute(s) by the Parties, and communicate the view of each party to the other(s), assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of compromise and generating options in an attempt to solve the dispute(s), emphasizing that it is the responsibility of the Parties to take a final decision; he/she/they shall not impose any terms of settlement on the Parties.
- (b). The Outside Experts Committee shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent, impartial and dignified manner to reach amicable settlement of dispute(s).
- (c). The Outside Experts Committee shall conduct conciliation proceedings in conformity with Part – III of the Indian Arbitration and Conciliation Act, 1996 and these Rules to the optimum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.
- (d). The broad approach of the Outside Experts Committee shall be speedy, efficient and amicable settlement of disputes, without, however, diluting objectivity of approach, principles of Natural Justice and established principles of law.

- (e). The Outside Experts Committee shall act more as facilitators, rather than as Judges/Umpires/Arbitrators and shall not impose any view on any of the Parties involved.

RULE 10: TIME FRAME

- (a). The total number of hearings/meetings of the Outside Experts Committee as Conciliators in a Conciliation proceeding shall be not more than 5, but the same may be extended in consultation with and with the mutual consent of the Parties.
- (b). The Outside Experts Committee as Conciliator(s) shall attempt to dispose of the entire Conciliation proceeding within a time-frame of four months, but the same may be extended in consultation and with the consent of the Parties, but not beyond the sixth month.
- (c). Notwithstanding the above, a Settlement Agreement signed after the 6 Months period stipulated above shall not become void or unenforceable only because of such an Agreement having been signed after the stipulated Six Months period.

RULE 11: REMUNERATION & COST

- (a). For each hearing/meeting, a Conciliator shall be paid a sum of Rs.10,000/-. For Secretarial Services, a lump sum amount of Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid by the Parties for the whole Conciliation proceeding.
- (b). Apart: from hearing/meeting fees and Secretarial Services fees, expenses incurred on Railway/Air fare, accommodation, local travel of Conciliator(s) for the purpose of the Conciliation proceeding, if any, shall also be borne by the Parties.
- (c). Subject to Sub-Rule (c), the cost of Conciliation, mentioned in Sub-Section (2) of Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996, including Conciliators' Fees and other expenses incurred by the Outside Experts Committee relating to a Conciliation proceedings and the

Settlement Agreement, shall be equally borne by the Parties, unless the Outside Experts Committee, with the consent of the Parties, provides for a different apportionment of cost with reasons thereof.

- (d). Cost of preparing Settlement Agreement shall be fixed by the Outside Experts Committee in the Settlement Agreement, as required by Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996.
- (e). The cost of Conciliation as determined by the Outside Experts Committee as per Part - III of the Indian Arbitration and Conciliation Act, 1996 and these Rules shall be paid by the Parties within 30 working days of signing the Settlement Agreement.
- (f). The Outside Experts Committee, in the alternative, may require the Parties to deposit the required fees and expenses in advance in the manner prescribed by Section 29 of the Indian Arbitration and Conciliation Act, 1996.

RULE 12: DISCLOSURE OF INFORMATION

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the Outside Experts Committee, subject to a specific condition that such an information is to be treated confidential, the Outside Experts Committee shall not disclose that information to the other Party(ies).

RULE 13: CO-OPERATION OF PARTIES

- (a). The Parties shall in good faith co-operate with the Outside Experts Committee and, in particular, will endeavour to comply with any request of the Outside Experts Committee to submit written materials, provide evidence, give clarification, attend meetings/hearings etc.
- (b). Conciliation being an amicable Dispute Settlement Mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to accommodate the other Party's/Parties' viewpoints, without, however, diluting the correct legal position.

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- (c). The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient and yet mutually acceptable & amicable resolution of disputes.
- (d). The Parties shall not in any manner make any attempt to unduly influence the Conciliation process or the Outside Experts Committee or the Conciliator(s) by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty and integrity.

RULE 14: SETTLEMENT AGREEMENT

- (a). After discussing with and hearing all the Parties involved, the Conciliator(s) shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration/observations/comments.
- (b). If any part of the draft Terms of Settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till a final mutually acceptable Conciliation Agreement emerge.
- (c). When a consensus can be arrived at only in regard to any one or some of the issues referred for Conciliation, a Settlement Agreement may be signed in regard to the said Issue(s), which shall not be non-binding only because the Parties have failed to reach a similar Settlement in regard to the rest of the other issue(s) referred for Conciliation.
- (d). A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- (e). When a Settlement Agreement is signed, the same shall be final and binding on the Parties and the persons claiming under/through them respectively.

- (f). The Conciliator(s) shall authenticate the Settlement Agreement and make as many original copies of the same as there are parties and every Party shall be given an Original Copy of the signed Original Agreement.

RULE 15: CONFIDENTIALITY & ADMISSIBILITY OF EVIDENCE

- (a). The Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee) and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the course of Conciliation proceedings. Confidentiality must extend to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- (b). Confidentiality under this Rule shall extend to Proposals, Alternative Proposals, Communications exchanged between/amongst the Parties, Communications exchanged between any of the Parties and the Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee), Minutes of Meeting/Hearings, draft Settlement Agreement(s), Expert Opinions, Evidence of Witnesses etc.
- (c). No part of any information furnished to the Outside Experts Committee, documents filed, evidence produced, communication exchanged, views expressed, suggestions/admissions made, the factum of expression of willingness to accept a proposal by any Party during the course of the Conciliation proceeding shall be used as any form of evidence in any Arbitral or Judicial proceeding.
- (d). The above provisions on Confidentiality and Admissibility of Evidence shall also extend to even Arbitral and Judicial proceedings relating to disputes; which are not the subject matters of the same Conciliation proceedings.
- (e). No Conciliator shall be held liable for anything bonafide done or omitted to be done by him/her during the conciliation proceedings for civil or criminal action nor shall he/she be summoned by any Party to any suit or proceedings to appear in a Court of law to testify in regard to information received by him/her or action taken by him/her or in respect of drafts or

records prepared by him/her or shown to him/her during the conciliation proceedings.

RULE 16: ARBITRAL OR JUDICIAL PROCEEDINGS

- (a). During the course of/pendency of Conciliation proceedings under these Rules, the Parties shall not initiate or take any step to initiate any Arbitral or Judicial proceedings in respect of a dispute, which is a subject matter of the pending conciliation proceedings.
- (b) The Parties shall be at liberty to approach the Conciliation proceedings during any stage of arbitral/judicial proceedings and to facilitate such conciliation proceedings, the parties shall, with mutual consent put on hold such arbitral/judicial proceedings.
- (b). Subject to the above Sub-Rule (a), reference of any Dispute to Conciliation under these Rules shall be without any prejudice to any of the Rights and interest of the Parties involved, more particularly the rights of the Parties to resort to other Dispute Resolution mechanisms such as Arbitration, Litigation etc.

RULE 17: APROVAL OF SETTLEMENT AGREEMENT

- (a). Once the Parties come to a consensus and the draft Settlement Agreement is prepared by the Outside Experts Committee, the draft Settlement Agreement shall be placed before the Competent Authority for consideration and approval .

RULE 18 -TERMINATION OF CONCILIATION PROCEEDINGS

- (a) The conciliation proceedings are terminated:
 - i. By the signing of the Settlement Agreement by the parties, on the date of the Agreement; or

- ii. By a written declaration of the Outside Experts Committee, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
- iii. By a written declaration of the Parties addressed to the Outside Experts Committee to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- iv. By a written declaration of a Party to the other Party(ies) and the Outside Experts Committee, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

RULE 19: MISCELLANEOUS

- (a). None of the Conciliators shall act as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a dispute that is the subject of the conciliation proceeding. Similarly, none of the Parties or their Authorized Representative(s) shall act as the Representative or Counsel of the Conciliator(s) in any Alternate Dispute Resolution proceeding or Judicial proceeding of any kind.
- (b). The Parties shall not present a Conciliator as witness in any Alternate Dispute Resolution or Judicial proceedings.
- (e). The official language of Conciliation proceedings under these Rules shall be English, unless the Parties agree on some other language.

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SCHEDULE- A
DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF
SETTLEMENT ADVISORY COMMITTEE

I, the undersigned, do hereby agree to serve as a member of the Outside Experts Committee in the instant case and hereby make the following declarations:

- i. I am familiar with requirements of law, particularly the Arbitration and Conciliation Act of 1996 and Engineers India Limited Conciliation Rules, 2012.
- ii. I am available to serve as a Member of the Outside Experts Committee and I am independent of any of the Parties involved in the instant Conciliation proceeding and have no interest - financial or otherwise - in any part of the Contract under reference or subject matter of the Conciliation proceeding.
- iv. I have not dealt earlier with the contract under reference or the subject matter of the conciliation proceeding in any manner or capacity, which could compromise my ability/independence to impartially resolve the dispute(s).
- v. The fees and other facilities for conciliation, offered to and accepted by me, will remain fixed and under no circumstances will there be any demand from me for any alteration/change therein.

(Signature)

Name:

Address:

Date:

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Operating Methodology for functioning of Outside Experts Committee

The methodology for functioning of Outside Experts Committee (OEC) of EIL is solely based on the Conciliation Rules of EIL. These rules define the constitution, method of selection, functioning, time frame and conclusion of the Outside Experts Committee as well as methodology for acceptance of the settlement agreement reached through this mechanism. The broad features of this methodology are captured as follows:

- Panel of Conciliators belonging to Technical, Finance/ Commercial, Legal fields to be maintained by EIL
- Party wishing to settle issue through OEC to serve written notice on the other party. Notice to include issues in dispute, identity of parties, consent to enter settlement under DEC Rules of EIL and any other terms.
- Party receiving notice to respond within 30 days.
- Upon intimation of acceptance of invitation for conciliation, Chairman & Managing Director of EIL to appoint conciliator(s). One conciliator to be appointed wherein claim value does not exceed Rs. 2 Crore and three conciliators where claim value exceeds Rs. 2 Crores.
- Outside Experts Committee within 7 days of its constitution to request parties to file a brief written statement.
- Outside Experts Committee to make endeavour to settle disputes through proposals of parties only before making any proposals itself first.
- Outside Experts Committee may call for material witnesses with consent of parties to reach amicable solution of disputes.
- Parties to plead their own cases and advocates not allowed to participate in proceedings.
- Representations can be oral also, with minutes to be recorded.

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- Outside experts Committee to be guided by principles of objectivity, fairness and justice.
- Total number of hearings to be not more than 5, but to be extended with mutual consent, however overall time frame of disposal being 4-6 months.
- Parties to share the fee of Conciliators, secretarial services, expenses incurred on railway/ air fare, accommodation, local travel etc.
- Parties not to adopt adversarial roles, but to make effort to accommodate other party's view points, without diluting the correct legal position.
- After discussions, conciliator to formulate draft terms of possible settlement for observation/ comments/ consideration of parties.
- Settlement once signed to become final & binding on the Parties. EIL's acceptance of settlement agreement subject to consideration and approval of EIL's Committee of Functional Directors.
- Arbitral/judicial proceedings to be put on hold during pendency of conciliation proceedings
- Reference to Conciliation without prejudice to rights of parties to resort to other dispute resolution mechanism

The above features are designed to reflect impartial exercise of fairness in the proceedings which strike equilibrium with the acceptability quotient of the settlement proposal from a commercial angle. It also seeks to gain an edge over the existing dispute resolution mechanism in terms of speedy disposal as well costs involved.

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FORM OF CONTRACT PERFORMANCE GUARANTEE
[ON APPROPRIATE STAMP PAPER]

Beneficiary: Engineers India Limited

Bank Guarantee No. [.....•]

THIS DEED OF GUARANTEE is executed on this [.....*insert day*] day of [.....*insert month and year*] at [.....*insert place*] by [.....**INSERT NAME OF BANK**] having its head/registered office at [.....*insert address*], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

ENGINEERS INDIA LIMITED, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at [.....■], (hereinafter referred to as the "**EIL**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

WHEREAS

- A. EIL has entered into a Engineering, Procurement and Construction Contract dated [.....■] (the "**Contract**") with [.....*insert name of Contractor*], a company incorporated under the Indian Companies Act, 1956 and having its registered office at [.....■] (the "**Contractor**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the Project.
- B. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand bank guarantee for an amount equal to ___% of the Contract Price, i.e., Rs. [.....*insert amount*] (the "**Guaranteed Amount**") as security for due and punctual performance/ discharge of the Contractor's obligations under the Contract.
- C. At the request of EIL and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/ discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL the payment

in full of all amounts at any time that may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "**Guarantee**"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

The Guarantee is given in consideration for consideration received from the Contractor (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount of Rs. [.....insert amount] (the "**Guaranteed Amount**").

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by EIL against the Guarantor.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that EIL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall, pay to EIL sums not exceeding the Guaranteed Amount, within 5 (five) Business Days of receipt of a written demand from EIL stating that the Contractor has failed to meet its performance obligations under the Contract. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that EIL first attempt to procure the Guaranteed Amount from the Contractor, or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to make any recourse to this Guarantee.

5. In order to give effect to this Guarantee, EIL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from

any of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or EIL):

- (a) any time or waiver granted to, or composition with, the Contractor or any other Person;
 - (b) any incapacity or lack of powers, EIL or legal personality of or dissolutions, or insolvency, or bankruptcy, or change in the status of the Contractor or any other Person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - (d) any unenforceability or invalidity of any obligation of any Person under the Contract or any unenforceability or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or invalidity;
 - (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or
 - (f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to EIL on demand.
7. So long as any sum remains owing by the Contractor to EIL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Contractor or any other such Person in competition with EIL. If the Guarantor receives any payment or benefit in breach of this Clause 7, it shall hold the same upon trust for EIL.
8. This Guarantee shall remain in full force and effect from the date hereof until the end of the Guarantee period/ Defect Liability Period, i.e., up to midnight of {..... **insert date**} plus additional 02 months to enable claims to be made i.e., up to midnight of {..... **insert date**}, unless discharged/ released earlier by EIL in against the Guarantor.

Notwithstanding the foregoing, this Guarantee shall continue in effect upto mid night of Guarantee period/ Defect Liability Period plus additional 2 Months towards claim period to enable claims to be lodged with the bank. However, this additional period shall not be part of Guarantee Period/ Defect Liability Period and this is only for the purpose of additional time for lodging the claim.

9. The Guarantor represents and warrants to EIL that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents; and
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or EIL, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of EIL in exercising any right, power or privilege hereunder and no course of dealing between EIL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which EIL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of EIL to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and EIL shall constitute a single binding agreement.
15. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Contract.
16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.
17. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party.
18. "Notwithstanding anything contained herein:
 - (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
 - (ii) This guarantee/undertaking shall remain in force upto _____ (including 02 months of claim period) and any extension(s) thereof on written instructions from the Contractor on whose behalf this Guarantee has been given, in which case it shall remain in full force up to and including 02 months after the extended date; and
 - (iii) The Bank shall be released and discharged from all its liabilities and obligations under this guarantee/ undertaking unless a written claim or demand is issued to the Bank on or before _____ (including 02

months of claim period) or the date of expiry of any extension(s) thereof if this guarantee/ undertaking has been extended and the owner's right to Guarantee will cease thereafter."

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [.....*insert name of Bank*]
Bank by hand
Name:

ENGINEERS INDIA LIMITED

GENERAL PURCHASE CONDITIONS (INDIGENOUS)

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1.0 DEFINITIONS

- 1.1 The following expressions used in these General Purchase Conditions (GPC) and the Purchase shall have the meaning indicated against each of these:

The **PURCHASER / OWNER** means Engineers India Limited, a company incorporated in India having its registered office at Engineers India Bhawan, 1, Bhikaiji Cama Place, RK Puram, New Delhi-110066 and shall include its successors and assignees.

“GOODS/MATERIALS”: Goods and/or materials shall mean any of the Articles, Materials, Machinery, Equipment, Supplies, Drawings, Data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.

“SELLER”: Seller shall mean the Person, Firm or Corporation to whom the Fax of Acceptance / Purchase Order is issued.

“Purchase Order”: Purchase Order shall mean the Order placed on the Seller for supply of material/services and shall include the general conditions, bidding conditions, specific conditions, material requisition/Purchase requisition, drawings, Price schedule and subsequent amendments mutually agreed upon. It may also be referred as **order** or **contract**.

Contractual Delivery Date”: Contractual Delivery Date is the date on which goods shall be delivered F.O.T dispatching point/destination in accordance with the terms of the Purchase Order. The contractual delivery date/period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing packing and any other activities whatsoever required to be accomplished for effecting the delivery at the agreed delivery point.

“Procurement co-coordinators / Managers”: Purchaser’s authorized representative appointed as procurement coordinators / manager.

“INSPECTORS”: Inspectors deputed / authorized by Purchaser including Third Party Inspection Agency.

CLIENT: Client means Project Owner.

2.0 REFERENCE FOR DOCUMENTATION

- 2.1 Purchase Order / Purchase Requisition number must appear on order confirmation, correspondence, drawings, and invoices, shipping notes, packing and / or any documents or paper connected with the Order.

3.0 CONFIRMATION OF ORDER

- 3.1 The Seller shall acknowledge the receipt of the Fax of Acceptance (FOA) / Purchase Order (PO) within seven days following the date of the FOA / Purchase Order and shall thereby confirm his acceptance of the FOA / Purchase Order without any exceptions. This acknowledgment will bear on both FOA / Purchase Order and General Purchase Conditions.

4.0 SALES CONDITIONS

- 4.1 With Seller’s acceptance of provision of the Purchase Order, he waives and considers as

cancelled any of his general sales conditions.

5.0 COMPLETE AGREEMENT

5.1 The terms and conditions of the Purchase Order shall constitute the entire Agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Purchaser.

6.0 INSPECTION-CHECKING-TESTING

6.1 The equipment, materials and workmanship covered by the Purchase Order are subject to inspection and testing at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual despatch before and after completion of packing.

6.2 All tests, mechanical and others as specified in the Purchase Requisition and particularly those required by codes will be performed at Seller's expenses and in accordance with Inspector's instructions. The Seller will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by Lloyds Register of Shipping and Industrial Services as may be required.

6.3 The salaries and fees of Inspectors and their travelling, lodging and boarding expenses will not be borne by the Seller unless inspection becomes anfractuous due to any omission or commission on the part of the Seller. Before shipping or despatch, the equipment and/or materials will have to be checked and stamped by Inspectors who are authorized also to forbid the use and despatch of any equipment and/or materials which during tests and inspection fail to comply with the specification, codes and testing requirements.

6.4 The Seller shall:

- a) Inform Procurement Coordinator/Managers at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.
- b) Provide free access as required to Inspectors during normal and / or extended working hours to Seller's or his/its sub-Supplier's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.

6.5 Even if the Inspections and tests are fully carried out, Seller would not be absolved to any degree from his responsibilities to ensure that all equipment and material supplied comply strictly with requirements as per agreement both during manufacturing, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in Clause 22 (GUARANTEE).

6.6 The Seller's responsibility will not be lessened to any degree due to any comments made by Procurement Coordinators/Managers and Inspectors on the Seller's drawings or specifications or by inspectors witnessing any chemical or physical tests. In any case, the equipment must be in strict accordance with the Purchase Order and/or its attachments failing which the Purchaser shall have the right to reject the goods and hold the Seller liable for non-performance of contract.

7.0 OFFICIAL INSTITUTIONAL TESTING

7.1 In addition to testing and inspection by Inspectors mentioned above, Lloyds register Industrial services or similar institutional agencies like Boiler-Inspectorate may be

assigned for official testing of all coded equipment. The Seller shall ensure that all Procedures for preparation and Performance of test prescribed by such institution shall be complied scrupulously.

- 7.2 The Seller is required to send to such institutions as may be designed by the Purchaser at least three sets of fabricated / manufactured drawings for each equipment and calculations. All manufacturer's mill test certificates and analytical reports from material laboratories in respect of all raw material and components employed shall have to be presented to such Institution's Inspectors in the number of copies required. Seller shall be responsible for any delay in submission of necessary certificates. The Seller shall maintain close liaison with procurement co-ordinators and Institution's Inspectors to maintain Schedule and delay, if any, in this process will not be taken into consideration as a cause of Force Majeure.

8.0 TRANSIT RISK INSURANCE

- 8.1 The Purchaser against its/ Client's Open General Policy (The name of the Insurance Co. will be conveyed subsequently) shall cover transit Risk Insurance. The Seller shall advise the dispatch particulars to the Insurance Company under advice to the Procurement Coordinators / Managers before shipment.

9.0 DELIVERY DATES

- 9.1 Time of delivery as mentioned in the Purchase Order shall be the essence of the agreement and no variation shall be permitted except with prior authorization in writing from the Purchaser. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery. The Purchaser reserves the right to defer the period of delivery in writing.

10.0 DELAYED DELIVERY

- 10.1 The time and date of delivery of materials/ equipment as stipulated in the Purchase Order shall be deemed to be the essence of the agreement. For any delay in delivery of equipment / materials or part thereof beyond the delivery date stipulated, the Purchaser may:

a) **FOR BULK ITEMS:** Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) of the total value of delayed item/quantity for every week of delay or part thereof, limited to a maximum of five percent (5%) of the total order value.

b) **FOR ITEMS OTHER THAN BULK ITEMS(WITH OR WITHOUT SITE WORK):** Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) of the total order value for every week of delay or part thereof, limited to a maximum of five percent (5%) of the total order value.

- 10.2 The invoice shall be raised after equivalent reduction in the Invoice value before presenting to Purchaser/ Bank for payment. The acceptance of delayed delivery is without prejudice to Purchaser's right of cancelling the purchase order wholly or in part for any delay exceeding the period of maximum price reduction and the Seller shall be liable for all consequences thereof.

11.0 DELAYS DUE TO FORCE MAJEURE

- 11.1 In the event of causes of Force Majeure occurring within the agreed delivery terms, the

delivery dates can be extended by the Purchaser on receipt of application from the Seller without imposition of price reduction. Only the following shall be considered as force majeure:

- a) Act of terrorism;
 - b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
 - c) Ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - d) Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
 - e) Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Purchase Order.
- 11.2 For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- 11.3 The Seller must advise the Purchaser by a registered letter duly certified by a statutory authorities, the beginning and the end of the delay immediately, but in no case later than 10 days of the beginning and end of each cause of Force Majeure condition as defined above.
- 11.4 The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.
- 11.5 In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it.
- 12.0 REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT**
- 12.1 In case the testing and inspection at any stage by Inspectors reveal that the equipment, material and workmanship do not comply with the specification and requirements, the Seller at his/its own expense and risk shall remove the same within the time allowed by the Purchaser. The Purchaser shall be at liberty to dispose of such rejected goods in such a manner, as he may think appropriate. In the event the Seller fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Purchaser for such disposal shall be to the account of the Seller. The freight paid by the Purchaser, if any, on the inward journey of the rejected materials shall be reimbursed by the Seller to the Purchaser before the rejected materials are removed by the Seller.
- 12.2 The Seller shall have to proceed with the replacement of that equipment or part of the equipment at Purchaser's stores / site, if so required by the Purchaser, without claiming any extra payment. The time taken for replacement in such event will not be added to the contractual delivery period.
- 12.3 Any rejection, removal of rejected goods/material and replacement shall be applicable

only up to guarantee period or extended guarantee period as applicable.

13.0 TRANSFER OF PROPERTY FROM THE SELLER TO THE PURCHASER

13.1 The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:

- a) F.O.T. despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Purchaser.
- b) F.O.T. Project Site: on receipt of material at Project site.
- c) Equipment sent freight/ carriage paid to the Refinery site: On receipt of goods at site.
- d) Equipment erected by the Seller: on acceptance at job site.
- e) Equipment commissioned by the Seller: On taking over by the Purchaser for regular operation after test run at maximum capacity for specified period satisfactorily performed.

However, where the sale to or purchase by the Seller is deemed to take place in the course of inter-state trade or commerce or by endorsement/transfer of Railway receipt or Truck/Lorry or any receipt during transit, the sale to the OWNER of the same material shall similarly be deemed to take place by endorsement/transfer during transit in the course of inter-state trade or commerce in respect of which the OWNER will furnish the Seller/Supplier, wherever applicable, Form "C" to qualify to concessional rate of tax.

14.0 PRICE

14.1 Unless otherwise agreed to in the terms of the Purchase Order, the price shall be:

- a) Firm and not subject to escalation for any reasons whatsoever till the execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b) Inclusive of adequate road worthy packing and forwarding charges upto effecting delivery at F.O.T. despatch point in all cases whenever F.O.T destination delivery terms are agreed to but exclusive of transit insurance.

14.2 Exclusive of Central/State Sales Tax, Excise Duty and or such imposts which are leviable by law on sales of finished goods to Purchaser and/or Octroi duty, if any, leviable at destination/ project site. The nature and extent of such levies shall be shown separately.

15.0 TERMS OF PAYMENT

15.1 Payment terms shall be as specified in the Enquiry / Purchase Order.

16.0 RECOVERY OF SUMS DUE

16.1 Whenever any claim against the Seller for payment of sum of money arises out of or under the contract, the Purchaser shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Seller under this or any other contract with the Purchaser including right to en-cash the PBG. In the event of encashment of PBG, the same shall be re-stored to its original amount by the Seller and should this sum be not sufficient to cover the recoverable amount, the Seller shall pay to the Purchaser on demand the balance remaining due.

17.0 CHANGES

- 17.1 The Purchaser has the option at any time to make changes in quantities ordered or in specifications and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, a claim under this provision must be raised by Seller with documentary evidence/back-up documents/calculations within 7 days from the date the intimation for change is received from Purchaser. Seller shall execute the change only after receipt of change order.

18.0 CANCELLATION

18.1 CANCELLATION FOR DEFAULT

- 18.1.1 The Purchaser reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the Purchase Order wholly or in part by a written notice of 10 days to the Seller if:

- a) The Seller fails to comply with the terms of the Purchase Order.
- b) The Seller fails to adhere to delivery schedule of manufacturing and fails to deliver the goods on time and/or replace the rejected goods promptly.
- c) The Seller becomes bankrupt or goes into liquidation.
- d) The Seller makes a general assignment for the benefit of creditors.
- e) A receiver is appointed for any of the property owned by the Seller.

- 18.1.2 Upon receipt of the said cancellation notice, the Seller shall discontinue all work on the Purchase Order and matters connected with it.

- 18.1.3 The Purchaser in that event will be entitled to procure the material in the open market and recover excess payment over the Seller's agreed price, if any, from the Seller reserving to itself the right to forfeit the /Contract Performance Bank Guarantee (CPBG), if any.

18.2 CANCELLATION FOR CONVENIENCE

- 18.2.1 The PURCHASER may, by written notice of 10 days sent to the SELLER, Cancel the CONTRACT, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is cancelled and the date upon which such cancellation becomes effective.

- 18.2.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of cancellation shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

19.0 PATENTS AND ROYALTIES

- 19.1 On acceptance of this order, the Seller will be deemed to have entirely indemnified the Purchaser and Procurement Coordinators/Managers from any legal action or claims

regarding compensation for breach of patent rights which the Seller deems necessary to apply for manufacturing the ordered equipment and/or materials or which can in any way be connected in the manufacture.

20.0 CONTROL REGULATIONS

20.1 The supply, despatch and delivery of goods shall be arranged by the Seller in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act, 1951 and any amendment thereof as applicable from time to time. The Purchaser disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of his stores covered by this order.

21.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

21.1 Within 30 days from the date of issue of Purchase order, the Seller shall furnish Contracts cum performance guarantee in the form of Bank Guarantee as per the purchaser's proforma for an amount equivalent to 10% of the order value. This shall be 5% in case of bulk items (as listed in Annexure 1 to GPC).

21.2 The proceeds of the CPBG shall be appropriated by the Purchaser as compensation for any loss resulting from the Seller's failure to complete his obligations under the Contract without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT.

21.3 This CPBG shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

21.4 The CPBG shall be denominated in the currency of the CONTRACT.

21.5 The Contracts cum Performance Guarantee shall be valid for the duration of 2 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 2 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

21.6 In case of Reinforcement Bar, Structural steel, CPBG will be required for 5% of order value having validity up to Contractual delivery period + 2 months claim period.

21.7 In case of limited enquiries, CPBG shall not be required for orders up to Rs. Twenty Five (25) Lakhs in case of Pipes, Fittings, Flanges, Gaskets and Fasteners and for orders up to Rs. Ten (10) Lakhs for all other items. However, in case of NIT, CPBG shall be required for all orders irrespective of order value.

21.8 Bank Guarantee(s) shall be issued through Indian Nationalized Bank/ Indian Scheduled bank (other than Co-operative Banks) / Indian branches of foreign banks registered with Reserve Bank of India as a scheduled foreign bank.

21.9 It will be the responsibility of the Seller to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Purchaser either in full or in part in terms of Seller's Performance shall be replenished by the Seller within two weeks thereof.

22.0 GUARANTEE

22.1 The Seller shall guarantee that any and all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications and that the same shall be free from any defects. Checking of the Seller's drawings by the Purchaser/Purchaser's representatives and their approval and permission to ship or

despatch the equipment and materials granted by Inspectors shall not relieve the Seller from any part of his/its responsibilities of proper fulfilment of the requirements.

- 22.2 The Seller will guarantee that all materials and equipments shall be repaired or replaced as the case may be, at his own expense, in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period 15 months after the equipment/ material have been put in service or 30 months from the date of shipment, whichever is earlier. Repaired or replaced equipment/ materials shall be similarly guaranteed by the SELLER for a period of fifteen (15) months from the date of replacement/ repair subject to a maximum of 30 months from the date, the main equipment/ material have been put in service. All expenses for such replacement/ repair of equipment/ material shall be to the account of the Seller including freight, if any.
- 22.3 Acceptance by the Purchaser or its Inspectors of any equipment and materials or its replacement will not relieve the Seller of its responsibility of supplying the equipment/materials strictly according to the specification and according to the guarantees agreed by the Seller.

23.0 NON-WAIVER

- 23.1 Failure of the Purchaser / Procurement Coordinators/ Managers to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Seller in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Seller and shall not be deemed a waiver of any right of the Purchaser / Procurement Coordinators/Managers to insist upon the strict performance thereof or any of his or their rights or remedies as to any such goods regardless of when goods are shipped received or accepted nor shall any purported oral modification or revisions of the order by Purchaser/ Procurement Coordinators/Managers act as waiver of the terms hereof.

24.0 NON ASSIGNMENT

- 24.1 The Seller without obtaining prior written consent of the Purchaser shall not assign the Purchase Order to any other agency.

25.0 SELLER'S DRAWING AND DATA REQUIREMENT

- 25.1 The Seller shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and/or in the Seller drawings and data form attached to the Purchase Requisition and as called for in Clause 26 (PROGRESS SCHEDULE & EXPEDITING). Types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order execution.

26.0 TECHNICAL INFORMATION

- 26.1 Drawings, specifications and details shall be the property of the Purchaser and shall be returned by the Seller on demand. The Seller shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of the Purchaser.
- 26.2 The Seller shall not disclose the technical information furnished to or gained by the Seller

under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or Corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Seller by the Purchaser shall at all times remain the absolute property of the Purchaser.

27.0 PROGRESS SCHEDULE & EXPEDITING

- 27.1 Template for progress reporting is available on EIL eDMS portal. SELLER within 2 weeks of award shall submit to PURCHASER, his Delivery schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 27.2 For items other than bulk, the Delivery schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 27.3 SELLER shall update the template online on monthly basis to keep PURCHASER updated on the progress of the execution of Order and achievement of targets set out in time bar chart.
- 27.4 The Procurement Co-coordinator/ Managers shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's Delivery schedule.
- 27.5 The Procurement Co-coordinator/ Managers shall have free access to Seller's shop and/or sub-Supplier's shop at any time and they shall be provided all the necessary assistance and information to help them perform their job.
- 27.6 Irrespective of such inspection, in case of any delay, Purchaser cannot be held responsible. However, if delay is expected, at the earliest possible date, SELLER shall advise Purchaser, of anticipated delay in the progress.
- 27.7 Notwithstanding the above, in case progress on the execution of order at various stages is not as per phased Delivery schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the order with due diligence and expedition or shall contravene the provisions of the order, PURCHASER shall be entitled to take action in accordance with the provisions of the Order.

28.0 SELLER'S LIABILITIES

- 28.1 The Seller's workmen or employees shall under no circumstances be deemed to be in Purchaser's employment and the Seller shall hold himself responsible for any claims which they or their heirs, dependents or personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out of the work covered by this Purchase Order, whether arising on Purchaser's premises or elsewhere and agrees to Indemnify the Purchaser against any such claim or claims if made against the Purchaser and all cost (as between attorney and client) of proceedings, suits or action which the Purchaser may incur or sustain in respect of the same. The Seller shall also procure and keep in force at his own cost comprehensive automobile Liability insurance for adequate coverage in respect of all his vehicle/s visiting or plying in project premises. The Seller shall also be responsible for compliance of existing laws in respect of their workmen and employees.

29.0 PURCHASER'S MATERIAL

- 29.1 Purchaser's materials shall be delivered to the Seller after the Seller submits the Bank Guarantee for Indemnifying the full value thereof strictly in the manner and as per Performa of Bank Guarantee approved by the Purchaser.
- 29.2 Wherever possible, the material shall be consigned to goods depot to be specifically confirmed by Seller. The Seller at his responsibility and cost shall arrange Loading/Unloading and any handling from the destination.
- 29.3 The Seller shall give a firm and binding list of Purchasers issue of materials which shall be duly reviewed & approved by EIL and the desired schedule of its delivery to shop floor strictly in accordance with the sequence of fabrication vis-a-vis the contractual delivery period.
- 29.4 Unused materials or scrap from material supplied by the Purchaser to the Seller shall be returned by the Seller to the Purchaser or if the Purchaser so directs the Seller may dispose of the same by sale or otherwise on such terms and conditions as the Purchaser may stipulate and the Seller shall pay to the Purchaser the sale proceeds of the material so disposed off by sale deducting there from expenses incurred by the Seller on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Purchaser and the Seller.

30.0 HEADINGS

- 30.1 The headings of the conditions hereof shall not affect construction thereof.

31.0 ARBITRATION

- 31.1 Any dispute or difference between the parties hereof arising out of any notified claim of the SELLER included in his final bill and /or arising out of any amount claimed by the OWNER (whether or not the amount claimed by the OWNER or any part thereof shall have been deducted from the Final bill of the supplier or any amount paid by the OWNER to the SELLER in respect of the work) shall be referred to arbitration in accordance with the UNCITRAL Rules as adopted in India by the Arbitration & Conciliation Act, 1996.
- 31.2 The venue of the arbitration shall be New Delhi.
- 31.3 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Seller shall continue and be bound to continue and perform the works to completion in all respects according to the
- 31.4 Contract (unless the Contract or works be determined by the Owner or by the Seller under the provisions of the Contract), and the Seller shall remain liable and bound in all respects under the Contract.

32.0 JURISDICTION

- 32.1 The Seller hereby agrees that the Court situated at New Delhi alone shall have the jurisdiction to hear and determine all action and proceedings arising out of this contract.

33.0 LIMITATION TO LIABILITY

- 33.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights, breach of Confidentiality, Anti-Bribery, Corruption and Conflicts of Interest, under the contract or otherwise shall be limited to 100% of value of Purchase order. However,

neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

34.0 SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/ PUBLIC SECTOR UNDERTAKING

- 34.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

ANNEXURE- I TO GPC (LIST OF BULK ITEMS)

ANNEXURE-I TO GPC
LIST OF BULK ITEMS

A. PIPING

1. Pipes
2. Fittings
3. Flanges
4. Gaskets
5. Bolts/Nuts
6. Strainer
7. Sample Cooler
8. Gate, GIOBE / LSTK, Check Valves (Std Valves)
9. Steam Traps
10. SS/CR Manifold
11. Piston Valve (Steam Tracing)
12. Ball/Plug/Needle/Butterfly valves (Except high performance butterfly valve)
13. Static mixers
14. High Performance Butterfly Valves
15. Motor Operated Valves; Gate, Ball, Butterfly, Plug Vales
16. Hose Pipe
17. O-Lets
18. Dual Plate Check Valves
19. Cryo-LTCS: Gate, GIOBE / LSTK, Check, Ball Valves
20. Diaphragm Valves
21. Sight Glass

B. PIPELINE ENGINEERING

1. Assorted Pipes
2. Flanges
3. Fittings
4. Hose & Hose Coupling

C. INSTRUMENTATION

1. Pressure Gauges
2. Draft Gauges
3. Orifices Plates and Flanges
4. Temperature Gauges & Thermo-wells (Bimatellic, Filled System)
5. Temperature Elements & Thermo-wells
6. Copper Tubes (Bare, Coated)
7. Instrument Tubing
8. Instrument Valves and Manifolds
9. Junction Boxes and Cable Glands
10. Signal Cable
11. Thermocouple Extension Cables
12. Tank Level Inst. (Float Operated)
13. Gauge Glass Cocks
14. Tube Fittings (SS & Brass)
15. Magnetic Level Gauges
16. Optical Fiber Cables and associated items
17. Pressure Relief Valves (Thermal Relief)
18. Variable Area Flowmeter (Indicator)
19. Rupture disc
20. Solenoid Valves
21. Displacer Level Instrument

D. Electrical Engineering

1. Electrical Cables

स्वदेशी सामग्रियों के लिए
पैकिंग, मार्किंग, शिपिंग और दस्तावेज विनिर्देश

PACKING, MARKING, SHIPPING AND
DOCUMENTATION
SPECIFICATIONS FOR INDIGENOUS
MATERIALS

Rev. No	Date	Purpose	Prepared by	Reviewed by	Approved by
1	10-09-2018	ISSUED FOR COMPLIANCE	DDC	DRC	ED (SCM)
0	05-12-2012	ISSUED FOR COMPLIANCE	DDC	DRC	GM (I)

Abbreviations:

CM	-	Centimeters
EIL	-	Engineers India Limited
E-way bill	-	Electronic Way Bill
Kg	-	Kilograms
FTL	-	Full Truck / Trailer Load
KGS	-	Kilograms
L.R.	-	Lorry Receipt / Goods Receipt
mm	-	Millimetre
MT	-	Metric Ton
NO. / NOS.	-	Number / Numbers
P.O.	-	Purchase Order
RCM	-	Resident Construction Manager

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1. GENERAL

1.1 Purpose

This specification details the minimum requirements for the preservation, packing, marking, shipping and documentation of Products, materials and equipment as specified in the respective Purchase Orders or Contracts. This specification forms an integral part of the Purchase Order or Contract issued. However, whenever specific instructions are detailed in the Purchase Order and are in conflict with this specification, particular instructions mentioned in the individual Purchase Order or Contract shall prevail over this general specification.

1.2 Requirements and Conditions

The following requirements are intended as minimum requirements, and compliance to these requirements in no way absolves or relieves Supplier of any responsibility or obligation outlined in the Purchase Order. Equivalent or better packing methods may be deployed wherever supplier's own packing standards are more stringent to the requirements mentioned herein. Supplier shall submit the packing procedure or its equivalent for purchaser's approval during detailed engineering.

In all circumstances, the packing will be designed and constructed in order to support materials during transportation as well as to prevent the materials from damage due to impact, extreme climatic conditions, sun and rain. It must be ensured that the materials and equipments are delivered to the job site by sea, road or air, in good condition.

The Supplier shall, at its own cost, ensure items to be transported are carefully packed and protected in accordance with best practice, having due regard to the climatic conditions encountered during the passage, method of carriage and handling / loading / unloading processes. In addition to any of the measures detailed within this Specification, the Supplier shall apply any other measures that, in its experience, are required to safeguard the particular item. The Supplier shall obtain the approval of EIL / Owner for any variation to the packing, marking and shipping requirements outlined in this Specification.

1.3 Responsibility and liability

Supplier shall be held responsible for any damages and / or losses of all and any kind that may occur by not respecting these specifications. Owner / EIL reserves the right to reject any packing when the packing does not conform to these specifications / instructions and / or when the packing does not ensure perfect protection of the goods and materials. Supplier is responsible for the weights and dimensions declared and the marking of the packages. Supplier will be held responsible in the event goods and materials becoming useless, broken or damaged as a result of poor packing and / or stowing or due to corrosion because of insufficient or inadequate protection. All direct and indirect costs resulting thereof will be back charged to Supplier.

2. CLEANING AND PRESERVATION

2.1 Cleaning

All equipment, materials and parts shall be thoroughly cleaned inside and outside and shall be free from grease, oil, weld spatter, rust and all other foreign matter prior to preservation.

2.2 Preservation

Articles may be exposed to severe environmental or climatic conditions, moisture and dust. All materials and equipment shall be packaged suitable to prevent damage and deterioration during transportation and storage. Where damage occurs due to inadequate packaging of items, the liability for costs associated with rectification of the damage will be to the Supplier's account. All metals subject to corrosion shall be treated with a corrosion preservative suitable for the purpose intended. Products susceptible to corrosion must be packaged in a dry non-corrosive environment for the duration of shipment and storage, for a minimum of 1 year. All bright and machined parts shall be coated with a recognized rust preventative suited to the particular application concerned. All internal parts of machinery shall be treated with lubricant containing rust and oxidation inhibitors to protect equipment from any possible damage. Such lubricants shall be compatible with those which will subsequently be used in service and shall be identified by appropriate tagging. Electrical equipment and instrumentation shall be packed with a suitable desiccant. Delicate equipment such as instruments, electrical switchboards and panels etc. shall be packed for protection to eliminate the effects of vibration.

Wherever necessary, desiccant packs shall be kept to avoid excessive moisture in the packing.

3. PACKING

3.1 General

The instructions herein shall be considered as general directives and minimal requirements, which are applicable to the packing of all equipment and materials. The Supplier is responsible for the correct and adequate packing of the equipment and materials so that these equipment and materials will arrive at destination undamaged and the packing itself in such a condition that, if not otherwise required, it will be suitable for a minimum of 1 year storage.

3.2 Packaging Materials

All packaging together with packaging and protective materials shall be new, maintain its integrity and perform its intended function while being transported, handled and stored.

The quality of packing shall provide maximum protection against damage, breakage and pilferage during transport, storage and multiple handling, including handling by hoisting, lifting devices and / or forklift trucks. Material used for packaging, packing, wrapping, sealers, moisture resistant barriers and corrosion preservatives shall be of recognized brands and grades and shall conform to the best world standards.

Packaged Products showing any damage, defect or shortage resulting from improper packaging, packaging materials or packing procedure or having concealed damage or being short at the time of unpacking shall be subject to rejection and be replaced at the Supplier's cost

3.3 Packing requirements

3.3.1 Wooden Boxes and Crates

Interior support board shall be of strength to withstand multiple handling. Tops of crates shall be one piece wherever possible to avoid seepage through cracks; otherwise a top coating is required. Waterproof lining shall be used for sides, ends and top of crates, proper venting of cargo boxes containing machinery is required, as well as sufficient use

of desiccants. Crates shall be diagonally braced on all faces and suitable for hooks, slings and forklifts. Heavy items shall be secured with wood braces. Fragile items shall be cushioned. Material packed in large boxes shall be layered between plywood sheets to maintain load integrity during transit. Banding shall be used on all boxes to prevent distortion / deformation of the box.

3.3.2 Pallets

When equipment and/or materials are packed on pallets (wood or synthetic), these should be solid double deck pallets that provide adequate load support during transportation and storage (under not always ideal conditions). The pallets should have a dynamic load capacity, enough to carry the mass loaded on the pallet. Where feasible, the top surface of the pallet must be flat. The pallet design must enable safe handling by forklift, cranes etc. and storage on rough surface. Pallets shall be covered with wrapping. All corners, horizontal and vertical shall be protected with cardboard protection strips. The pallet must be tied on all sides with steel or synthetic straps.

3.4 Packaging

All equipment and materials shall be properly fixed (by bolts, clamps, supporting beams, etc.) in such a way that internal movements and / or loosening is impossible. Under the top cover (roof) depending on the case and crate length, a sufficient number of strong beams shall be placed and properly fixed in order to allow stacking of the cases and crates avoiding any compression. Equipment parts and materials which may be subject to damage by vibration and /or shock must be protected using shock-absorbing material. All equipment and materials which may be damaged by moisture shall be packed in airtight bags in which sufficient desiccant material (e.g. silica gel) is placed. All openings on the equipment must be closed with wooden / metal or plastic covers to prevent damage to the openings and interiors. Fragile and loose parts easily damageable pertaining to the equipment must be securely and properly packed in a separate case.

3.5 Waterproofing

Cases including the cover shall be internally lined with a strong type of waterproof paper or plastic foil. Equipment and materials shall always be packed in a foil (polyethylene or aluminum) for extra (double) protection against rainfall. Those foils shall be applied in such a way that they are self draining.

3.6 Hazardous cargo

The hazardous materials shall be packed in accordance with and in cognizance to the applicable rules, regulations and tariff of all Governmental Authorities and other Governing bodies. Hazardous materials shall always be packed and documented separately from any other material. It shall be the responsibility of the seller of hazardous materials to designate the materials as hazardous and to identify each material by its proper commodity name and its hazardous materials class code. Safety and emergency procedures shall be displayed outside the package. Any certificates required for transportation or for authorities to be supplied before shipment of the goods

4. GUIDELINES FOR PACKING GOODS

In subsequent paragraphs details of different types of packing for different types of goods are defined. Supplier shall make packing details / procedure based on the guidelines and submit for approval.

Chemicals in powder form, catalysts, refractories & like materials etc. shall be packed in drums only.

4.1 Pipe

All pipes 2" included and below shall be packed in crates. All pipes to be capped and ends sealed with waterproof tape. Pipes over 2" up to 6", shall be bundled and banded in bundles of uniform length. Bundling is carried out with U-IRON or traversal planks, joined with threaded connecting rods with locknuts.. Bundle weight shall not exceed 2,000 kg. All pipes are to be capped and ends sealed with waterproof tape (tape is not necessary if end caps are of the pre-shrunk or self-sealing type). Pipes larger than 6" shall be shipped as single lengths with the ends capped. End caps are to be of the recessed type to enable the use of soft faced hooks, but still completely sealing the end and also protecting the weld. All stainless steel / non-ferrous piping must be packed separately in wooden crates. Any banding of bundles is to be with the same material. The bundling and packing of pipe and instrument tubing shall enable the safe discharge of pipe on site using clamps and forklifts. All pipes shall be supported along their lengths to prevent bending / flexing during transport. During loading / unloading slings shall be applied to the center of the load as well as each end to prevent bowing.

Pipe and rigid conduit smaller than DN50 diameter shall be bundled in units not to exceed 1000 kg. Threaded and coupled pipe shall be equipped with plastic thread protectors. All material shall be segregated and shipped by generic material type to prevent cross contamination. Where wire rope or chains are used, adequate padding shall be used at points of contact with pipe. Care must be taken to prevent any chafing of pipes against each other or against the metal structures of the vehicle during transportation. Where necessary, such metal structures must be padded with planks or plastic tubes. Skids and dunnage must be used between the bundles in transit as well as in the storage of coated pipes.

4.2 Pipe Fittings, Flanges, Valves and Gaskets

All pipe fittings, flanges and valves up to 6", are to be packed in cases / crates. For items over 6", these may be fixed securely to a pallet base and enclosed in a crate, for protection. All flange faces / bevel ends shall be suitable protected with plastic caps / end protectors. Where valves have actuators attached, rigidity must be ensured for the valve and actuator. The vulnerable parts of the actuator are to be completely protected within a wooden crate. Empty spaces shall be filled with expanded PU foam to restrict movement in the crate. All stainless steel fittings, flanges and valves of all sizes, must be packed separately in wooden crates. Any strapping is to be with the same material. Gaskets are considered fragile and shall be treated as such. Individual gasket sizes shall be boxed and labeled separately.

All threaded fittings and pipes should be greased and provided with plastic caps.

4.3 Steel Structure and Plates

Structural steel sections and plates shall be strapped in bundles of convenient size and weight for handling. Rolled and shaped plates shall be provided with suitable bracing to eliminate distortion during transit, and shall be bundled in uniform lengths. Each bundle shall be marked with a metal tag, hard stamped, secured under steel wrapping. A 2000 kg limitation shall be imposed for lifts in this category unless exempted.

4.4 Itemized Equipment

Units or parts belonging to main equipment but separately packed shall be clearly marked for easy identification with the main equipment to which they relate.

All flanges, machined working surfaces and threaded parts of all equipment shall be suitably protected. All flanged connections of vessels shall be protected by metal plates correctly casketed by wooden plugs or plastic caps suitably secured in position.

Vessels shall, where possible, be packed on skid constructions and secured with adjustable steel straps. Manholes and other major openings shall be protected with cover flanges or metallic plates firmly secured. Smaller openings shall be closed with plastic plugs / caps.

All vessel internals and items not installed by Supplier at works including accessories such as small parts, bolts, nuts, gaskets, etc. shall be packed in wooden cases separately for each vessel or apparatus and marked with the same item number as the vessel / apparatus in order to protect all parts from loss or damage in transit. Internals, bolts and gaskets for service / testing operations shall be supplied with the vessels / items by Supplier and all internals shall be boxed separately and marked according to marking procedure; each item shall be supplied correctly and identified for field installation by others.

All vessels / heat exchangers or items of such construction shall be dried, thoroughly cleaned inside and be free of all dirt and loose foreign materials. The equipment shall be filled with Nitrogen. Make up arrangement for loss of Nitrogen along with a pressure gauge shall be installed.

All commissioning spare parts shall be packed separately and marked with the relevant main item number.

Pumps, compressors, rotating equipment, turbines and motors will require specific packing and preservation as per the relevant Technical Specification. For skidded equipment openings, flange faces, threaded connections, wires, valve stems, and other component parts that may be subjected to mechanical damage or corrosion shall be adequately protected. This protection shall be applied to all components, both those removed and boxed and those remaining in place on the skid assembly. Each skid shall have one box strapped to it containing a complete set of drawings together with a manual covering installation and operating instructions and other pertinent instructions required for reassembly of components that were disassembled for shipment.

4.5 Control Panels and Electrical Devices

Equipment such as control panels, instruments and electrical devices shall be packed in an interior moisture / vapor-proof barrier with silica gel or comparable desiccant. Desiccants shall be bagged to avoid dispersing in containers. The quantity of desiccant shall be calculated in accordance with the manufacturer's recommendations. Equipment must be secured to the case with bolts, blocks or straps. Adequate precautions (for example, shaft locks to prevent longitudinal / rotational movement of rotor shafts in motors) shall be included in the packaging of all equipment which has plain, ball or roller bearings so as to minimize the risk of bearing damage.

4.6 Instruments

Instruments shall be thoroughly clean, dry and free from rust and individually wrapped using polythene sheets / U foam / Thermocol sheets depending upon the items and then packed in wooden boxes. The left out spaces and top of the boxes should be filled with rubberized coir to get proper cushioning effect. Special attention shall be paid for arresting movements of their operating mechanism during transportation. Silica gel or

other approved desiccant shall be strapped inside but shall not come into contact with the paintwork.

4.7 Cables

All electric cables to be packed in new cable drums made of steel and painted with epoxy resin paint. Cable ends to be carefully protected before packing. Polythene sheet should be wrapped over the cables and sealed properly. Cable drum can be put in wooden crates for ease in handling and transportation.

4.8 Saddles, Supports, Spiders and Lifting Equipment

All items which cannot be transported without independent supports must be supplied with Shipping saddles suitable for land and / or ocean transit. Such transport saddles are to be included within the scope of supply. Supplier is to advise of any requirement for lifting beams or other specialized lifting equipment and will include provision for use of such equipment for loading purposes. The Supplier is responsible for ensuring that all modules and oversize items are adequately braced and where required, plastic wrapped suitable for transport. Modules and oversize items shall be packaged to prevent damage during transport.

4.9 Assortment Of Package / Spare Parts for Erection and Commissioning

Equipment and / or parts of different item numbers shall not be packed together in the same package. Small goods such as accessories, spare parts for erection and commissioning and special tools shall be packed separately in respective inner boxes with tags or labels attached there being clearly indicating their contents. In case such accessories, spare parts and special tools are packed in separate boxes / crates, item no. of main equipment shall be clearly mentioned in Main Shipping Mark for easy identification.

5. MARKING

5.1 General

The purpose of the marking is to identify the packages and detail the weight and dimensions to assure efficient and correct handling during transport and upon arrival at destination.

5.2 Marking Instructions & dispatch details

Packages and crates will be marked with indelible black paint. Marking must be perfectly legible. All packages shall be clearly and properly marked in English language if not otherwise specified.

The shipping marks, which will be shall be stenciled on two sides and one end in clear characters at least 5 centimeters high (where crate size permits, otherwise use optimum size for each package dimension).

The texts shall be printed by means of stamps, stencil-plates or electronically. The use of stickers is not allowed, unless securely covered by plastic. Bundles shall be marked by embossing on two metal tags bearing the shipping marks and placed on each side of the package and securely attaching them to the goods. Paint shall be used on metal surfaces.

Labels or tags to be clearly visible and shall be of a quality to remain visible and attached during transit, handling and storage for a minimum period of 12 Months.

Crates containing fragile articles must be packed with special precaution against risk of breakage and must be stenciled on all sides "FRAGILE - HANDLE WITH CARE". Where crates are not to be overturned, Supplier must show on the crates, clear and readily visible identification, to ensure they are kept in the correct position.

Packages / equipment of 2,000 kg or more must be marked with slinging points on all sides, in addition to the centre of gravity marks.

Number packages consecutively i.e. 1 of 10, 2 of 10, etc. Do not duplicate package numbers. SUPPLIER is responsible for any loss or damage caused by incorrect marking.

All cases/crates shall also be marked with the appropriate international standard graphic symbols for handling.

As a minimum, all cases/crates are to be marked clearly on all four sides with:

"HANDLE WITH CARE" "RIGHT SIDE UP" "KEEP DRY"

In the case of packages with a single gross weight totaling 2,000 kg and / or a height of more than 1m, the centre of gravity shall be clearly marked with the symbol on two adjoining sides. For all items of equipment with an eccentric centre of gravity this symbol shall be marked at the bottom, side and top of the package.

The slinging and lashing points shall be marked with a chain symbol.

When packing in cases / crates, these packages shall also have metal corners at the slinging points.

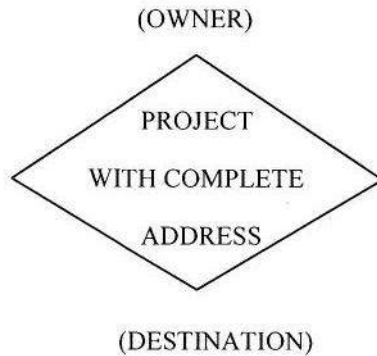
External front and rear sides of the boxes shall be planed for writing instructions. To facilitate identification, the required colour coding as per the specifications shall be carried out on each package and on corners of pipes & plates.

In case of bundles or other packages wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be protected / covered with gunny bags upto 18" (Eighteen Inches). In case of loose pipes, sticker of above markings should be pasted on inner wall corner of each pipe on both sides

Dispatch details such as consignor / consignee address, contract and case details, stacking instructions shall be written on one side of the boxes. One copy of packing slip wrapped in polyethylene bag covered with aluminum packing slip holder to be nailed on the external surface of the box. A packing list and preservation instructions shall be enclosed in a clear weatherproof plastic re-sealable envelope stapled to the box such that the receiver may determine contents without opening the container. An additional packing list is to be enclosed in a clear waterproof plastic re-sealable envelope stapled inside the container. Stapling of the envelopes shall not prevent removal of the documents.

5.3 Shipping Marks

Each package shall be marked on three sides with proper paints / indelible waterproof ink as follows:



PURCHASE ORDER NO. -----

NET WEIGHT ----- KGS. GROSS WEIGHT ----- KGS.

DIMENSIONS ----- X ----- X ----- CMS

PACKAGE NOS. (SL. NO. OF PACKAGE) OF (TOTAL NO. OF PACKAGES)

TAG / ITEM NO. -----

SUPLLIER'S NAME-----

The details of the Owner / Project are defined specifically in the Purchase Order / Contract.

5.4 Storage Code

The type of storage required is required to be specified, it will be shown on each packaging in RED colour

- X Crates or packages to be stored outdoor without covers
- XX Crates or packages to be stored under tarpaulin
- XXX Crates or packages to be stored in covered or enclosed premises
- XXXX Crates or packages which must be stored in air-conditioned premises

6. SHIPMENT

Dispatch of material shall be made in accordance with the relevant terms of Purchase Order. Name of the owner, Project, location and other relevant information shall be as per the relevant annexure(s) to the Purchase Order / Contract.

Any change in mode of transport shall be resorted to only after prior approval in writing. Supplier shall ensure dispatch of equipment / materials immediately after they are

inspected and released. All consignments should be booked in the name of 'owner' and not under 'self' basis.

6.1 Dispatch By Road:

- a) The Materials shall be dispatched on Door-Delivery basis (smalls or FTL) through a registered transporter.

However, in case, the transporter is nominated by EIL / Owner, the goods shall be dispatched through the same only.

- b) The supplier shall ensure with Transport Company the delivery of materials within a reasonable transit period. A complete set of dispatch documents (Delivery Challan / Invoice / Packing List / Test Certificate / L.R. / E-way Bill number etc.) shall be sent to Head (Shipping) at EIL New Delhi and the Resident Construction Manager (RCM) at site.

6.2 Shipment By Air:

Whenever supplier is instructed by EIL/ Owner to airfreight any material, the supplier shall take prompt action for the same. Immediately after air-shipment is effected, the vendor shall intimate by e-mail, the details of Airway Bill number and date, the flight No., Number of packages etc. to Head-Shipping, EIL New Delhi and Resident Construction Manager at EIL (Site).

6.3 Destination:

The consignments should be dispatched to the Consignee / Address as detailed in the Purchase Order.

6.4 Advance Information:

Immediately after a shipment is made supplier shall intimate Underwriter, Head (Shipping) and RCM vide mail regarding particulars of materials, value, Purchase Order No., date of dispatch, L.R. number, E-way Bill No., truck no., name of Transport Company.

6.5 Transmission of Dispatch Documents :

Supplier shall, within 48 hrs. of the dispatch of the materials depending upon the payment terms of the Purchase Order, either negotiate through Owner's / EIL's Bankers or forward directly, by Courier the complete set of dispatch Documents (as detailed in Purchase Order) to Owner / EIL. The supplier shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage / demurrage, if any, due to delay in transmittal of the required documents.

7. TRANSIT RISK INSURANCE

All equipments / materials will be insured for transit risk by (Owners) unless otherwise specified. The insurance cover will be provided from warehouse-to-warehouse.

DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT (RAW MATERIALS)								
RFQ:	SM/B560-310-QM-MR-9190/82							FORMAT A
ITEM	FASTENERS (AFC)							
BIDDER'S NAME:								
OFFER REF. NO.:								
ITEMWISE BREAK-UP OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND RATES OF IMPORTS DUTY CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES								
S no.	DESCRIPTION			Total MR item wise CIF value of Import Content included in quoted supply prices of MR item (In Rs)		DETAILS OF CUSTOMER DUTY INCLUDED IN QUOTED SUPPLY PRICES OF MR ITEM		
	For Item S. No. as per MR	Description of Imported items	Qty.	In Figures	In Words	HSN CODE AS PER GST	BASIC CUSTOMS DUTY (%)	SOCIAL WELFARE SURCHARGE ON CUSTOM DUTY (%)
1								
2								
3								
4								
5								
6								
7								
8								
Note:								
1	Bidder has to ensure that currency quoted in this format shall be INR only.							
2	Un-priced copy shall be furnished exactly duplicate of price schedule duly indicating rate of duties except for CIF value.							
3	The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Basic Custom Duty and Customs Social Welfare Surcharge.							
4	Bidder to consider input tax credit of IGST available at their end (in case of import of raw materials / component) in their prices; hence bidder shall not indicate GST in above table.							

MATERIAL REQUISITION(TOP SHEET)

ITEM : FASTENERS (AFC)

Issue Status (Fill 1 or 2 from below in this bracket) []

MR Category : I

- 1. -> Entire Requisition Issued
- 2. -> Only Revised Pages are Issued

PDD ITEM CODE : 02CA

DOCUMENT NUMBER

(Always quote this document number given below as reference)

B560	310	QM	MR	9190	A	26-08-2024	83/44
JOB NO.	UNIT / AREA	COST CENTRE	DOC CODE	SR. NO	REV	DATE	ORIGINATING DIVN./DEPT

VENDOR CODE	VENDOR NAME

Material to be delivered at (job site) ONGC,HAZIRA - SURAT within the delivery period specified in the "Request For Quotation"(RFQ).

Notes :

1. This page is a record of all the Revisions of this Requisition.
2. The nature of the Revision is briefly stated in the "Details" column below, the Requisition in its entirety shall be considered for contractual purposes.
3. When a Requisition is revised, only the revised pages may be issued.
4. When revised pages only are issued, the revised pages shall form part of the original Requisition. The original requisition alongwith the revised pages shall be considered in its entirety for contractual purposes.
5. Vendors are required to quote strictly as per technical specifications / notes stipulated in the material requisition. The offers with deviations are likely to be summarily rejected.

REV	DATE	BY	CHK	APPD.	DETAILS
A	26-08-2024	VS	RB	NR	ISSUED FOR BIDS

This is a system generated approved document and does not require Signature

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ENGINEERS INDIA LIMITED
NEW DELHI

Project : RESTORATION OF GAS TERMINAL
-1 (PHASE-I)
Client : ONGC

Requisition No.
B560-310-QM-MR-9190

Rev
A

LIST OF ATTACHMENT

SR. NO.	DOCUMENT TITLE	DOCUMENT NO.	REVISION	
			NO.	DATE
1	GENERAL NOTES TO MR NO. B560-310-QM-MR-9190.	B560-310-QM-GN-9190	A	23-AUG-2024
2	TECHNICAL NOTES FOR BOLTS AND NUTS	6-44-0057	7	15-MAR-2024
3	ADDENDUM TO STANDARD SPECIFICATION NO. 6-79-0012	B560-000-83-41-AD-0001	0	29-NOV-2022
4	MATERIAL REQUIREMENTS FOR CARBON STEEL COMPONENTS USED IN SOUR SERVICE FOR OIL AND GAS PRODUCTION	6-79-0012	2	05-JUL-2019
5	INSPECTION AND TEST PLAN FOR BOLTING MATERIAL	6-81-0007	5	23-DEC-2021
6	STANDARD SPECIFICATION FOR POSITIVE MATERIAL IDENTIFICATION (PMI) AT SUPPLIER'S WORKS	6-81-0001	4	23-DEC-2021
7	SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM REQUIREMENT FROM BIDDERS	6-78-0001	2	12-JUN-2020
8	SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM SUPPLIERS	6-78-0003	2	12-JUN-2020
9	VENDOR DATA REQUIREMENT FOR FASTENERS	B560-310-83-41-VDR-9190	A	08-AUG-2024

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ENGINEERS INDIA LIMITED
NEW DELHI

Project : RESTORATION OF GAS TERMINAL
-1 (PHASE-I)
Client : ONGC

Requisition No.
B560-310-QM-MR-9190

Rev
A

MR ATTACHMENT

SR.NO.	ITEMCODE	DETAIL DESCRIPTION	QTY.	U.RATE	TOT.VALUE	CDD
Item Description : BOLT.STUD WITH 2 NUTS, B-18.2, A193 GR.B7, A194 GR.2H						
1	BS40404Z0010250ZZ	0.5 INCH X 2.5 INCH	24 NOS			
2	BS40404Z0020325ZZ	0.625 INCH X 3.25 INCH	24 NOS			
Item Description : BOLT.STUD WITH 2 NUTS, B-18.2, A320 GR.L7M, A194 GR.2HM, LT						
3	BS42505Z5010250ZZ	0.5 INCH X 2.5 INCH	48 NOS			
4	BS42505Z5020300ZZ	0.625 INCH X 3.0 INCH	52 NOS			
5	BS42505Z5020325ZZ	0.625 INCH X 3.25 INCH	24 NOS			
6	BS42505Z5020375ZZ	0.625 INCH X 3.75 INCH	32 NOS			
7	BS42505Z5020425ZZ	0.625 INCH X 4.25 INCH	42 NOS			
8	BS42505Z5030500ZZ	0.75 INCH X 5.0 INCH	140 NOS			
9	BS42505Z5040575ZZ	0.875 INCH X 5.75 INCH	72 NOS			
10	BS42505Z5040725ZZ	0.875 INCH X 7.25 INCH	32 NOS			
Item Description : BOLT.STUD WITH 3 NUTS, B-18.2, A320 GR.L7M, A194 GR.2HM, LT						
11	BS42505Z5050725ZZ	1.0 INCH X 7.25 INCH	250 NOS			
12	BS42505Z5060800ZZ	1.125 INCH X 8.0 INCH	52 NOS			
13	BS42505Z5061000ZZ	1.125 INCH X 10.0 INCH	32 NOS			
14	BS42505Z5081150ZZ	1.375 INCH X 11.5 INCH	52 NOS			
Item Description : BOLT.STUD WITH 2 NUTS, B-18.2, A193 GR.B7M, A194 GR.2HM						
15	BS43405Z0020425ZZ	0.625 INCH X 4.25 INCH	268 NOS			
16	BS43405Z0020575ZZ	0.625 INCH X 5.75 INCH	62 NOS			
17	BS43405Z0030425ZZ	0.75 INCH X 4.25 INCH	24 NOS			
18	BS43405Z0040575ZZ	0.875 INCH X 5.75 INCH	84 NOS			
19	BS43405Z0040750ZZ	0.875 INCH X 7.5 INCH	24 NOS			
Item Description : BOLT.STUD WITH 3 NUTS, B-18.2, A193 GR.B7M, A194 GR.2HM						
20	BS43405Z0050775ZZ	1.0 INCH X 7.75 INCH	126 NOS			
21	BS43405Z0050975ZZ	1.0 INCH X 9.75 INCH	24 NOS			
22	BS43405Z0070975ZZ	1.25 INCH X 9.75 INCH	24 NOS			
23	BS43405Z0091150ZZ	1.5 INCH X 11.5 INCH	960 NOS			
24	BS43405Z0091475ZZ	1.5 INCH X 14.75 INCH	72 NOS			
Item Description : BOLT.STUD WITH 2 NUTS, B-18.2, A193 GR.B7M, A194 GR.2HM, NACE						
25	BS43405Z2030450ZZ	0.75 INCH X 4.5 INCH	20 NOS			

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ENGINEERS INDIA LIMITED
NEW DELHI

Project : RESTORATION OF GAS TERMINAL
-1 (PHASE-I)
Client : ONGC

Requisition No.
B560-310-QM-MR-9190

Page 3 of 4

Rev
A

MR ATTACHMENT

SR.NO.	ITEMCODE	DETAIL DESCRIPTION	QTY.	U.RATE	TOT.VALUE	CDD
26	BS43405Z2030575ZZ	0.75 INCH X 5.75 INCH	24 NOS			
27	BS43405Z2040500ZZ	0.875 INCH X 5.0 INCH	24 NOS			
28	BS43405Z2040575ZZ	0.875 INCH X 5.75 INCH	52 NOS			
29	BS43405Z2040725ZZ	0.875 INCH X 7.25 INCH	136 NOS			
30	BS43405Z2040750ZZ	0.875 INCH X 7.5 INCH	10 NOS			

Item Description : BOLT.STUD WITH 3 NUTS, B-18.2, A193 GR.B7M, A194 GR.2HM, NACE

31	BS43405Z2050650ZZ	1.0 INCH X 6.5 INCH	32 NOS			
32	BS43405Z2050800ZZ	1.0 INCH X 8.0 INCH	32 NOS			
33	BS43405Z2060800ZZ	1.125 INCH X 8.0 INCH	240 NOS			
34	BS43405Z2060900ZZ	1.125 INCH X 9.0 INCH	212 NOS			
35	BS43405Z2061000ZZ	1.125 INCH X 10 INCH	120 NOS			
36	BS43405Z2101325ZZ	1.625 INCH X 13.25 INCH	320 NOS			
37	BS43405Z2101725ZZ	1.625 INCH X 17.25 INCH	16 NOS			
38	BS43405Z2131850ZZ	2.0 INCH X 18.5 INCH	68 NOS			
39	BS43405Z2132200ZZ	2.0 INCH X 22.0 INCH	68 NOS			
40	BS43405Z2152050ZZ	2.5 INCH X 20.5 INCH	60 NOS			
41	BS43405Z2152100ZZ	2.5 INCH X 21.0 INCH	168 NOS			
42	BS43405Z2182800ZZ	3.5 INCH X 28.0 INCH	550 NOS			
43	BS43405Z2183300ZZ	3.5 INCH X 33.0 INCH	48 NOS			

Item Description : BOLT.M/C WITH 1 NUTS, B-18.2, A307 GR.B, A563 GR.B

44	BM41418Z0020275ZZ	0.625 INCH X 2.75 INCH	40 NOS			
45	BM41418Z0020300ZZ	0.625 INCH X 3.0 INCH	24 NOS			

Notes :

- 1 FOR GENERAL NOTES, PLEASE REFER DOC. NO. B560-310-QM-GN-9190 ENCLOSED WITH THE MATERIAL REQUISITION
- 2 FOR ITEMS LISTED WITH NACE AND LT (LTCS) REQUIREMENT, MATERIAL SHALL COMPLY TO NACE MR 0175 (LATEST REVISION), SPECIFICATION NO. 6-79-0012 & ITS ADDENDUM (DOC. NO. B560-000-06-41-AD-0001)
- 3 ALL FASTENERS SHALL BE XYLAN COATED.

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ENGINEERS INDIA LIMITED
NEW DELHI

Project : RESTORATION OF GAS TERMINAL
-1 (PHASE-I)
Client : ONGC

Requisition No.
B560-310-QM-MR-9190

Rev
A

GENERAL NOTES TO MR NO. B560-310-QM-MR-9190

- 1.1 **Bidder shall note that this is a Zero- Deviation Material Requisition.** Bidder's offer shall be in total compliance with all the technical requirements of the Material Requisition. Company reserves the right to reject any offer without making any reference to the Bidder, whatsoever.
- 1.2 All Fasteners specified as NACE and LT (LTCS) shall be used for Sour Gas + Condensate service. Flanges other than specified as NACE & LT (LTCS) shall be used for HP and LP Lean Gas (Non-Sour service).
- 1.3 All Fasteners shall be delivered at Owner's designated store at Hazira.
- 1.4 No technical details of any nature shall be included in the offer. If the offer contains any technical deviation or clarification or stipulates any technical specifications (even if in line with the MR requirements), the offer shall be liable for rejection.
- 1.5 All fasteners in 600# and above class ratings shall be suitable for RTJ type flanged connections.
- 1.6 For fasteners specified as NACE and LT (LTCS) (for Sour Gas + Condensate service), material shall comply to NACE MR 0175 (latest revision), Specification no. 6-79-0012 & its Addendum (doc. no. B653-000-06-41-AD-0001).
- 1.7 **For fasteners specified as non-NACE service, i.e. other than specified as NACE & LT (LTCS), bidder to ensure that fasteners material A193 Gr. B7M/ A194 Gr. 2HM grade shall ensure minimum mechanical strength requirement of A193 Gr. B7/ A194 Gr. 2H grade and submit test certificates for each heat/batch for compliance.**
- 1.8 All Fasteners shall be Xylan Coated.
- 1.9 Fasteners of size 2" dia. & above shall be impact tested. Charpy V-notch test shall be conducted at 0 deg C. Test procedure shall confirm to ASTM A370. The average absorbed energy value of the three full sized specimens shall be 27 J. The minimum impact energy value of any one specimen of the three specimens analyzed as above shall not be less than 22 J.
- 1.10 **Bidder shall note that full compliance to Technical notes for Bolts & Nuts doc no. 6-44-0057 is mandatory.**
- 1.11 Bidder shall be responsible for the adequate preparation of material and application for shipment while transporting the Flanges to Company designated location inside Hazira plant of M/s ONGC.

A	23.08.2024	ISSUED FOR BIDS	VS	RB	NR
Rev. No	Date	Purpose	Prepared by	Checked by	Approved by

- 1.12 In case of award, the manufacturer shall submit all the final documentation required in the form of requisite numbers of hard copies and hard drive/ pen drive for Company's records, which shall be informed to successful Bidder after award of Job.



**ADDENDUM TO EIL SPECIFICATION
MATERIAL REQUIREMENTS FOR CARBON STEEL
COMPONENTS USED IN SOUR SERVICE FOR OIL
AND GAS PRODUCTION (6-79-0012, REV.2)**

CLIENT : ONGC

LOCATION : HAZIRA

**PROJECT : RESTORATION OF GAS TERMINAL
PHASE-I AND ASSOCIATED
FACILITIES**

JOB NO. : B560

0	29-11-2022	Issued As Addendum	S S Pandey	P Chowdhary	R Chitara
Rev. No	Date	Purpose	Prepared by	Checked by	Approved by

AMMENDMENTS/ADDITIONAL REQUIREMENTS

Specification No.: 6-79-0012, Rev.2

Title: Material Requirements for Carbon Steel Components Used in Sour Service for Oil and Gas Production

Following amendments/additional requirements shall be applicable:

1. Addition in Clause 1.2:

HIC/SWC requirements in Sour service environments with H₂S partial pressure less than 0.05 psi shall be considered even for trace amounts of H₂S.

2. Addition in Clause 4.1.2:

The chemical composition and mechanical property requirements for API 5L grade line pipes shall be as per the EIL Pipeline standards for Line Pipes.

3. Add clause 6.2.1 (iii) Crack Thickness Ration (CTR) ≤ 1.5 %.

4. Add the following in Clause 4.2:

Material Grades which are not mentioned in this clause, but specified in pipeline engineering Item datasheet/specification shall also be used.

5. Clause no. 9.6.7 is deleted and replaced with Clause no. 9.7.

9.7 Post Weld Heat Treatment

All the weld joints irrespective of thickness shall be given a post weld heat treatment. The temperature range for PWHT shall be 595-650°C. Other aspects such as rate of heating, holding time, etc. for the PWHT shall be as per ASME Sec.VIII, Div.I / ANSI B31.3 requirements.

PWHT may be waived off for socket welds and butt joints of valve size 1.5" and below as high temperature may damage the soft seat. Welding procedure for such joints shall demonstrate that cross-section hardness of the weld do not exceed RC22.

तेल एवं गैस उत्पादन के लिए सॉर सर्विस में
इस्तेमाल होने वाले कार्बन स्टील अवयवों हेतु
सामग्री अपेक्षा

**MATERIAL REQUIREMENTS FOR
CARBON STEEL COMPONENTS USED
IN SOUR SERVICE
FOR
OIL AND GAS PRODUCTION**

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
2	05 07 19	REAFFIRMED AND RE-ISSUED	SM	DD	SG	RKT
1	07 10 11	REVISED & ISSUED AS STANDARD SPECIFICATION	VC	SG	PPL	DM
0	07.10 04	REVISED & ISSUED AS STANDARD SPECIFICATION	GM	VRK	KKM	SKG
Approved by						

Abbreviations:

ANSI	:	American National Standards Institute
API	:	American Petroleum Institute
ASME	:	American Society of Mechanical Engineers
ASTM	:	American Society for Testing and Materials
ISO	:	International Organization for Standardization
NACE	:	National Association of Corrosion Engineers

Materials & Coating Standards Committee:

Convener : Mr. S.Ghosal

Members : Mr. Deepak Gupta (Projects)
Mr. M. Ismaeel (Piping)
Mr. K.J Harinarayan (SME)
Mr. D.C.Brahma (Structure)
Mr. R. Muthu Ramalingam (SCM)
Mr. Divyajyot Singh (Construction)
Mr. Naveen Parashar (Projects)
Mr. Satya Sridhar (Process-2)

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1.0 SCOPE

- 1.1 This specification lays down the requirements related to the chemical composition, manufacture, fabrication and testing requirements for carbon steel components intended to be used in sour service environment. These requirements are specified in order to make the carbon steel component resistant to the various forms of material damage in a sour environment such as Sulfide Stress Cracking (SSC), Hydrogen Induced Cracking (HIC), Stress Oriented Hydrogen Induced Cracking (SOHIC), Blistering etc. These requirements can be used for resisting Alkaline Stress Corrosion Cracking (ASCC) also. This specification is applicable for offshore and onshore oil and gas production facilities.
- 1.2 The service medium is defined as “sour” when the partial pressure of H₂S in a wet (water as a liquid) gas phase of a gas, gas condensate or crude oil system is equal to or exceeds 0.0003 MPa (0.05 Psia).

2.0 REFERENCED CODES / STANDARDS

NACE MR 0175 / ISO 15156	ASTM A 694	ASTM A 770
NACE RP 0472	ASTM A 216	ASTM A 370
NACE TM 0177	ASTM A 106	ASTM A 578
NACE TM 0284	API 5 L	ASME SEC II PART C
ASTM A 20	API 6 A	ASME SEC VIII-DIV.I
ASTM A 516	ASTM E 18	ASME SEC V & SEC IX
ASTM A 105	ASTM E 45	ANSI B 16.34
ASTM A 234	ASTM E 92	ANSI B 31.3

All ASTM Standard designations shall be applicable for corresponding ASME designations, which would be read as ASME SA XXX instead of ASTM A XXX.

3.0 GENERAL REQUIREMENTS

- 3.1 The steel for sour service shall be manufactured by either basic oxygen or electric arc furnace route and shall be fully killed and fine grained.
- 3.2 All wrought products shall be produced and certified by the manufacturer as HIC resistant steel and shall be free of elongated inclusions.
- 3.3 All rolled products such as plates and hot rolled coils used for components and equipment shall be of low sulfur and low phosphorus content, shall be vacuum degassed and calcium treated for sulfide shape control.
- 3.4 Plates shall be supplied in normalized, normalized and tempered or thermo-mechanically treated condition, unless otherwise agreed in writing.
- 3.5 Manufacturer shall take care to ensure that all products are free of low temperature transformation microstructures such as bainite bands or islets of martensite.
- 3.6 HIC test shall be conducted only for steel plates and products made out of plates.
- 3.7 All items are required to conform to applicable material specification and chemical composition as detailed in Tables I to V.

4.0 MATERIAL SPECIFICATION AND PRODUCTION TESTS

4.1 Special Requirements

- 4.1.1 The various types of carbon steel sour service material component shall conform to the recommended product specifications and shall meet the additional requirements and modifications mentioned herein against each product specification.
- 4.1.2 The chemical composition analysis and mechanical tests shall be conducted for each heat and for each heat treatment batch of finished product in accordance with the respective product specifications and shall also meet the requirements mentioned in the various Tables referred to against each type of product.
- 4.1.3 The hardness testing shall be conducted on all products as mentioned in clause No.5.0 of this specification and shall meet the requirements laid down.
- 4.1.4 Corrosion tests, wherever specified against each type of product shall be conducted to meet the acceptance limits mentioned, unless specifically permitted otherwise in writing by the owner.
- 4.1.5 Non-destructive testing of the finished products shall be in accordance with the governing product specification and as modified in this specification in the corresponding clauses or as mentioned in any of the documents attached with the material requisition.

4.2 Product specific requirements

4.2.1 Seamless Pipes

ASTM A106 Gr. B and API 5L Gr. B seamless pipes shall be used. The chemical composition shall be as per Table I.

4.2.2 Welded Pipes

API 5L Gr. B and API 5L Gr.X-52/60 longitudinal submerged arc welded pipes shall be used. The chemical composition shall be as per Table II.

4.2.3 Fittings (elbow, tee, reducer, cap, weldolet, socket etc.)

Seamless fittings shall be ASTM A234 Gr. WPB. The chemical composition requirements for seamless fittings shall be as per Table I.

4.2.4 Flanges

- 4.2.4.1 The following product specifications shall be applicable for forged flanges:

ASTM A105
ASTM 694 Gr. F52
API 6A Type 2
API 6A Type 4

The chemical composition shall be as per Table III.

- 4.2.4.2 All forging shall be normalized in the finished condition.

4.2.5 Valves (ball, gate, globe, check, needle etc.)

4.2.5.1 Valve body shall be of forged ASTM A105 or cast ASTM A216 Gr. WCB. Forgings shall be acceptable in place of castings but not vice versa. All other components of the valve shall be as per the applicable valve data sheet.

Chemical composition of forged valves body and of cast valve bodies shall be as per Table III & Table IV respectively.

4.2.5.2 Non-Destructive Testing

All valve castings shall be subjected to radiography. The radiography procedure, the area to be subjected to radiography, and the acceptance criteria shall be as per ANSI B16.34. In addition, dye penetrant testing (DPT) or magnetic particle testing (MPT) shall also be conducted.

4.2.6 Plates for pressure vessels, heat exchangers, piping and other process equipment.

4.2.6.1 Plates shall conform to ASTM A516 Gr.60. Maximum ultimate tensile strength & yield strength shall not exceed 15.0 ksi more than the minimum specified values.

4.2.6.2 Chemical analysis of plates used in sour service shall be carried out both on heat and on product as per ASTM A20 and meet the requirements laid own in Table II.

4.2.6.3 For plates including and above 25 mm, through-thickness tensile testing shall be carried out in accordance with ASTM A770, with the minimum reduction in area being 35% as determined in accordance with ASTM A370, on one plate per heat per heat-treatment batch.

4.2.6.4 No repair welding shall be permitted on plates.

4.2.6.5 HIC test shall be conducted on one sample per heat per heat treatment batch of plates and other rolled products.

5.0 HARDNESS TEST

5.1 Hardness measurement shall be conducted on products/items/weldments of all materials.

5.2 Hardness test shall be conducted on a sample of each finished product. The products that do not meet the hardness limits shall be rejected. For small products that cannot be hardness tested individually, the manufacturer shall conduct tests on a random basis on samples selected from production run or stored batches to check the compliance.

5.3 The maximum acceptable limit of hardness shall be RC 22 or equivalent.

6.0 CORROSION TESTS

6.1 Selection of Corrosion Test Samples

6.1.1 Test specimens shall be taken from the finished product. Where the test specimen cannot be extracted from the finished product, a representative test specimen shall be taken from the same heat.

6.1.2 In the case of welded products, the test piece shall include the parent metal, weld metal and the heat affected zones (HAZ).

8.0 QUALIFICATION OF MANUFACTURERS/SUPPLIERS OF SOUR SERVICE MATERIALS

8.1 General

All materials for sour service application to this specification can be supplied only by pre-qualified manufacturers. Whenever the term "pre-qualified manufacturer" appears, it refers only to the manufacturer who is pre-qualified by the company based upon the qualification criteria specified in NACE MR0175/ISO15156.

8.2 Pre-qualification criteria for manufacturers/suppliers with prior experience track record

The manufacturers/suppliers who have proven track record of supplying materials for offshore sour service applications to any of the process licensors such as UOP/IFP/EXXON/BP/CHEVRON or any of the reputed operating companies/consultants like ONGC/IOCL/HPCL/BPCL/EIL will be considered as "pre-qualified manufacturers", on production of the relevant purchase orders and test certificates certified by a witnessing third party inspection agency such as DNV/LLOYDS/BV/ABSTECH/TUV/SGS/CEIL for the conformance of the materials to the respective materials specification of the mentioned operators/engineering consultants.

8.3 Pre-qualification criteria for new manufacturers/suppliers without track record

The manufacturers/suppliers who have no track record of supplying sour service materials to any of the process licensors or the reputed operating companies/consultants as mentioned in Clause 8.2 above, shall be considered as new manufacturers and shall be subjected to the elaborate pre-qualification by any one of the reputed third party inspection agencies like DNV/LLOYDS/BV/ABSTECH/TUV/SGS/CEIL as per the requirements of NACE MR0175/ISO 15156 (latest edition).

9.0 SPECIAL REQUIREMENTS FOR WELDING AND FABRICATION FOR SOUR SERVICE

9.1 Welding Procedure Qualification

9.1.1 Each particular welding procedure shall be separately qualified for the job. Previously qualified procedures, if they were qualified under EIL or a reputed engineering consultant/operator, may be submitted for review and approval.

9.1.2 Welding consumable used shall be of a grade that would produce a weld metal equivalent to the base metal used for the project and shall meet the chemical composition requirements of Table V.

9.2 Welding Consumable Qualification

Welding consumable shall conform to a standard classification and of a type and make approved by the company or by any of the reputed third party inspection agencies like Lloyds, BV, CEIL, DNV, TUV, etc. New welding consumables shall be subject to qualification testing to check their conformance to the classifications to which they belong.

9.3 The consumable qualification testing shall include all the tests specified by ASME SEC.II Part C as well as the SSC tests, chemical composition analysis and hardness testing as per the requirements of this specification.

9.4 Acceptance criteria for mechanical and corrosion tests shall be as those applicable for the base metal. These tests shall be carried out on the undiluted all weld metal.

9.5 The test coupons for the welding procedure qualification shall be extracted from the plates/ pipes having the maximum values of carbon equivalent, maximum inclusion content and maximum thickness, which are intended to be used for the fabrication on the job.

9.6 Tests to be Conducted on Procedure Qualification Testing (PQT)

9.6.1 Chemical composition of the weldment shall be carried out to check its conformance to Table- V. Microstructural examination at a magnification of 200x shall be conducted to assure complete absence of un-tempered martensite.

9.6.2 Mechanical tests shall include tensile testing, impact testing and bend testing as per ASME Sec. IX with acceptance criteria as per the governing code of fabrication. Each procedure qualification test sample shall be subjected to detailed hardness survey, with Vickers hardness tester, with 5 kg load, of the weld heat affected zone and base metal in accordance with ASTM E-92. The maximum permissible hardness shall be equivalent to RC 22.

9.6.3 Corrosion Tests

Only SSC test shall be conducted on the procedure qualification test samples as mentioned in clause 6.3 on a sample that contains the weld, parent material and the heat affected zone. Alternatively, a four point bend specimen SSC test for 500 hour can also be accepted for procedure qualification.

9.6.4 100% radiographic examination of the test welds and production welds shall be carried out as per ASME Sec. V, with acceptance criteria as per ASME Sec. VIII Div I, UW-51.

9.6.5 Dye penetrant testing (DPT) or magnetic particle testing (MPT) shall be carried out for the fillet and groove welds, wherever radiography is not feasible.

9.6.6 Welder qualification tests

Welders shall be qualified at the fabrication yard/barge, employing the qualified welding procedures. The welder test specimens shall be subjected to radiographic examination, DPT/MPT and cross-sectional hardness survey, with the same procedures adopted for the PQT and with acceptance criteria mentioned in ASME Sec. IX.

9.6.7 Post Weld Heat Treatment (PWHT)

All the weld joints irrespective of thickness shall be given a post weld heat treatment. The recommended temperature range for PWHT is 595-650°C with a close control. Other aspects such as rate of heating, holding time, etc. for the PWHT shall be as per ASME Sec. VIII, Div. I /ANSI B31.3 requirements.

TABLE-I

**Chemical Composition Requirements for Seamless Pipes & Fittings
(ASTM A106 Gr. B /API 5L Gr. B)**

Element	Limits
C	0.20 % max.
Si	0.10%-0.35%
S	0.01% max
P	0.02% max.
Note: The unspecified elements Mn, Cu, Ni, Cr, Mo, V etc. shall be as per the limits of ASTM A106 Gr. B.	

TABLE – II

**Chemical Composition Requirements for Plates and Rolled Products of Carbon Steel
(line pipes/pressure vessels/heat exchangers/storage vessels)
[ASTM A516 Gr. 60/A234 Gr. WPB (Welded)/API 5L Gr B (SAW)/API 5L X52/60 (SAW)]**

Element	Limits
C	0.20% max.
Si	0.15%-0.35%
S	0.003% max.
P	0.020% max.
N	0.01% max.
Ca/S	2-3%
Al/N	2% min
B	0.002% max.
Note :	
<ol style="list-style-type: none"> All other unspecified elements like Mn, Cu, Ni, Cr, Mo, V, Nb, Ti, etc. shall be as per ASTM A516 and A20. Steel shall be produced as HIC resistant steel with inclusion content and morphology control and shall be free of elongated manganese sulfide inclusion. The ratio Ca/S is not applicable when $S \leq 0.0015\%$. In such cases, Ca upto 50 ppm shall be permitted. 	

TABLE – III

Chemical Composition Requirements for Forged Flanges
(ASTM A105, ASTM A694 Gr.F52, API 6A (Type 2 & 4))

Element	Limits
C	0.25% max.
S	0.01% max.
P	0.02% max.
<p>Note: All other elements shall be as specified in the basic specification. The forgings shall be produced with inclusion count and morphology control.</p>	

TABLE - IV

Chemical Composition Requirements for Castings
(ASTM A216 Gr. WCB)

ELEMENT	LIMITS
C	0.20 % max..
Si	0.10%-0.35%
S	0.02% max
P	0.02% max.
<p>Note: All other unspecified elements shall be as per the basic specification ASTM A216.</p>	




TABLE – V

Chemical Composition Requirements for Welding Consumables

Element	Limits
C	0.15 % max.
Mn	1.40% max.
P	0.020% max.
S	0.012% max.
Cr+Mo	0.50 % max.
Ni+Cu	0.20 % max
Ni	0.20% max.
Si	As per AWS specification.
CE	0.40 max.

बोल्ट्स एवम नट्स के लिए तकनीकी टिप्पणियाँ

TECHNICAL NOTES FOR BOLTS AND NUTS

7	15.03.24	REVISED & ISSUED AS STANDARD SPECIFICATION	 PK	 SH	 GB	MN	<i>Chaudhary</i>
6	28.03.23	REVISED & ISSUED AS STANDARD SPECIFICATION	PK	SH	GB	SM	
5	30.03.18	REVISED & ISSUED AS STANDARD SPECIFICATION	PK	SH	MI	RN	
4	21.03.13	REVISED & ISSUED AS STANDARD SPECIFICATION	UK	SH	RN	ATD	DM
3	23.07.07	REVISED & ISSUED AS STANDARD SPECIFICATION	RN	ATD	DM	VC	
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman	Approved by

Abbreviations:

ASME :	The American Society of Mechanical Engineers
ASTM :	The American Society for Testing and Materials
GALV :	Galvanized
HDG :	Hot Dip Galvanized
MR :	Material Requisition
PMI :	Positive Material Identification
SS :	Stainless Steel

Piping Standards Committee

Convenor: Mr. G. Balaji

Members : Mr. Udayan Chakravarty
Mr. Rameshwar Prasad
Mr. K. Anjaneyulu (SMED)
Mr. Rajesh Chitara (SMMS)
Dr. Sudip Paul (Structural)
Mr. Harsh Vardhan (Projects)
Mr. P.K. Rai (Construction)

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1.0 GENERAL

1.1 The process of manufacture, heat treatment, chemical & mechanical requirements and marking for all stud bolts, m/c bolts, jack screws & nuts shall be in accordance with the codes/standards and specifications given in the requisition. Supplier shall strictly comply with MR stipulations and no deviations shall be permitted. In case of any conflict amongst documents attached with the MR, the most stringent shall govern and Owner's/ EIL decision shall be final in this regard.

All codes and standards for manufacture, testing, inspection etc. shall be of latest editions as on issue date of RFQ.

1.2 Testing

1.2.1 Test reports shall be supplied for all mandatory tests as per the relevant material specifications/ MR.

1.2.2 Material test certificate shall also be furnished. (Heat Analysis, Product Analysis, Mechanical Requirement and any other testing as per MR).

1.2.3 PMI shall be performed as per the scope and procedures defined in the Specification for PMI at Supplier's Works (6-81-0001).

1.2.4 Stress Rupture Test as detailed in ASTM A453 shall be carried out for all ASTM A453 bolting material irrespective of the temperature.

1.2.5 Refer Specification no 6-81-0007 for 'Inspection & Test Plan for Bolting Material'.

1.3 All bolting shall be as per ASME B 18.2.1 for studs, M/c bolts and jackscrews and ASME B18.2.2 for nuts.

1.4 Threads shall be unified (UNC for up to 1" dia and 8UN for > 1" dia) as per ASME B1.1 with class 2A fit for studs, M/c bolts and jackscrews and class 2B fit for nuts.

1.5 Stud bolts shall be threaded full length with two heavy hexagonal nuts unless otherwise specified. Length tolerance shall be in accordance with the requirement of ASME B 16.5.

1.6 The nuts shall be double chamfered, semi-finished, heavy hexagonal type and shall be made by the hot forged process and stamped as per respective material specification.

1.7 Heads of jackscrews and m/c bolts shall be heavy hexagonal type. Jackscrew end shall be rounded.

1.8 All items shall be inspected and approved (stage-wise) by EIL inspector or any other agency authorized by EIL.

1.9 The heat treatment for stud bolts & nuts shall be as per code unless mentioned otherwise.

1.10 All austenitic stainless steel bolts, nuts, screws shall be supplied in solution annealed condition unless specified otherwise in the material specification.

1.11 Any additional requirements specified in the requisition shall be fully complied with.

- 1.12 Stud bolts, nuts & jackscrews shall be impact tested wherever specified in the material specification and also where the material specification is indicated as "CRYO". For S.S. nuts and bolts minimum impact energy absorption shall be 27 Joules and test temperature shall be -196°C unless mentioned otherwise. For other materials impact energy and test shall be as per respective code.
- 1.13 Bolts/nuts of material of construction B7M/2HM shall be 100% Hardness tested as per supplementary requirement S3 of ASTM A193.
- 1.14 When specified as "GALV.", the studs, M/C bolts and nuts shall be 'hot dip zinc coated' in accordance with requirements of 'class C' of 'ASTM A 153'. As an alternative, electro-galvanizing as per IS 1573, 'Service Grade Number 2' is also acceptable. However, for bolting where "HDG" has been specified, only 'hot dip zinc coating' in accordance with requirements of 'class C' of 'ASTM A 153' is acceptable.
- 1.15 All Stud Bolts of Bolt diameter size 1" and above shall be provided with three nuts irrespective of whatever has been specified elsewhere in the MR.
- 1.16 For stud bolt diameters not covered in ASTM A320, mechanical properties shall match the values specified for the matching grades and stud bolt diameters in ASTM A193.
- 1.17 In cases where the lengths of Stud/Machine bolts specified in the MR are not multiples of 0.25", the length supplied shall be equal to the specified length rounded up to the next higher 0.25".
- 1.18 All Specialties mentioned in item description like "IBR", "LT", "H2", etc. other than "CRYO"& "NACE" shall be ignored.
- 1.19 'Nuts' to ASTM A194Gr.7 to be supplied wherever ASTM A194Gr.4 is specified in the MR/PR.

2.0 ACCEPTABLE DEVIATIONS

- 2.1 Stud Bolts to ASTM A453 Gr.660 Cl.B are acceptable in lieu of ASTM A453 Gr. 660 Cl.A and vice versa.
- 2.2 In case of ASTM A453 Gr.660, Nuts machined from raw material duly heat treated & tested (including stress rupture test) as per relevant material specifications are acceptable. However, all tests required as per MR shall be repeated on finished product.

3.0 MARKING AND DESPATCH

- 3.1 Bolting shall be protected by non-corrosive oil or grease before dispatch to prevent rusting.
- 3.2 The applicable identification symbol in accordance with the material specification shall be stamped on each bolt and nut.
- 3.3 Each size of studs & m/c bolts with nuts and jackscrews shall be supplied in assembled condition in separate containers. Each container shall be clearly marked with the size, material specification, and item code. 'CRYO' shall be marked additionally in case 'CRYO' is specified in the requisition. Packing of studs/bolts and nuts separately are not acceptable.

4.0 REFERENCES

- | | |
|------------|--|
| 6-81-0001 | Specification for Positive Material Identification (PMI) at Supplier's Works |
| 6-81-0007 | Inspection & Test Plan for Bolting Material |
| 6-78-0001 | Specification for Quality Management System Requirements from Bidders |
| 6-78-0003: | Specification for documentation requirements from suppliers |

बोलीकर्ता से गुणवत्ता प्रबंधन
प्रणाली अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR QUALITY
MANAGEMENT SYSTEM
REQUIREMENTS FROM BIDDERS

2	12.06.20	General Revision	 QMS Standards Committee	 QMS Standards Committee	SKB	SKS
1	12.03.15	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convener	Standards Bureau Chairman
Approved by						

Abbreviations:

ISO	-	International Organization for Standardization
MR	-	Material Requisition
PO	-	Purchase Order
PR	-	Purchase Requisition
QMS	-	Quality Management System

QMS Standards Committee

Convener: Mr. S.K. Badlani

Members: Mr. Sanjay Mazumdar (Engg.)
Mr. R.K. Singh (SCM)
Mr. B. Biswas (SCM)
Mr. Ravindra Kumar (Const.)
Mr. Vinod Kumar (CQA)
Mr. Swapnil Vaishnav (Projects)

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1.0 SCOPE

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

- QMS requirements to be met by suppliers / contractors after award of work / during contract execution.

2.0 DEFINITIONS

2.1 Bidder

For the purpose of this specification, the word “BIDDER” means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 Project Quality Plan

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

2.3 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0002	Specification for Documentation Requirements from Contractors
6-78-0003	Specification for Documentation Requirements from Suppliers

4.0 QUALITY MANAGEMENT SYSTEM – GENERAL

Unless otherwise agreed with EIL / Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 “Quality Management Systems – Requirements.” Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a certification agency. The quality system shall provide the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER’S Quality Manual and PROJECT specific Quality Plan.

5.0 QUALITY SYSTEM REQUIREMENTS

5.1 BIDDER shall prepare and submit for review / record, Project Quality Plan / Quality Assurance Plan for contracted scope / job. The BIDDER’S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER’S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production / manufacturing, preservation, packaging and storage, quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

- 5.2** BIDDER shall identify all specified or implied statutory and regulatory requirements and communicate the same to all concerned in his organization and his sub contractor's organization for compliance.
- 5.3** BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.
- 5.4** BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:
- Resources
 - Product / deliverable characteristics to be controlled.
 - Process characteristics to ensure the identified product characteristics are realized
 - Identification of any measurement requirements, acceptance criteria
 - Records to be generated
 - Need for any documented procedure
- The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to EIL / Owner for review / approval, before commencement of work.
- 5.5** Requirements for sub-ordering of outsourced items / sub-contracting / purchasing of services specified in MR / contract / tender shall be adhered to. In general all outsourced items will be from approved vendors of EIL. Wherever requirements are not specified, or approved sub vendors do not exist, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements in concurrence with EIL / Owner. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.
- 5.6** BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable
- a) the availability of information that describes the characteristics of the product
 - b) the availability of work instructions
 - c) the use of suitable equipment
 - d) the availability and use of monitoring and measuring devices
 - e) the implementation of monitoring and measurement
 - f) the implementation of release, delivery and post-delivery activities
- 5.7** BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.
- 5.8** BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.

- 5.9** BIDDER shall identify, verify, protect and safeguard EIL / Owner property (material / document) provided for use or incorporation into the product. If any Owner / EIL property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the EIL / Owner.
- 5.10** BIDDER shall ensure the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the MR/ tender shall be adhered to.
- 5.11** BIDDER shall establish system to ensure that inspection and testing activities are carried out in line with requirements. Where necessary, measuring equipment shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipment shall be protected from damage during handling, maintenance and storage.
- 5.12** BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.
- 5.13** BIDDER shall monitor and measure the characteristics of the product / deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and EIL / Owner personnel shall be carried out strictly as per the approved ITPs or ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner / EIL.
- 5.14** BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery
- 5.15** All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective actions shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur. The BIDDER shall take appropriate actions to address the Risks and Opportunities in the project.
- 5.16** All deficiencies noticed and reported by EIL / Owner shall be analyzed by the BIDDER and appropriate corrective actions shall be implemented. BIDDER shall intimate EIL / Owner of all such corrective action implemented by him.
- 5.17** BIDDER should follow the standards, specifications and approved drawings. Concessions / Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession / deviation request must be made by the BIDDER through online system of EIL eDMS. URL of EIL eDMS is <http://edocx.eil.co.in/vportal>.
- 5.18** BIDDER shall have documented procedure for control of documents.
- 5.19** All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to EIL / Owner as per contract requirement (Refer Specification Nos. 6-78-0002 - Specification for Documentation Requirements from Contractors and 6-78-0003 - Specification for Documentation Requirements from Suppliers), or disposed as per relevant project procedure.

6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body surveillance audits carried out under BIDDER'S own ISO 9001 certification scheme.

The audit programmes and audit reports shall be available with bidder for scrutiny by EIL / Owner. EIL or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above, EIL, Owner and third party appointed by EIL / Owner may also perform Quality and Technical compliance audits. BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required for this purpose. Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 DOCUMENTATION REQUIREMENTS

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record / review by EIL / Owner/ TPIA, as applicable.

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan / Quality Assurance Plan
- Job specific Inspection Test Plans, if not attached with PR
- Job Procedures
- Inspection / Test Formats

In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to EIL / Owner on demand at any point of time during execution of the project.

- Quality Manual
- Certificate of approval for compliance to ISO: 9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers,
- Project QMS audit report
- Technical audit reports for the project
- Corrective action report on the audits

Documents as specified above are minimum requirements. BIDDER shall submit any other document / data required for completion of the job as per EIL / Owner instructions.

आपूर्तिकर्ताओं से प्रलेखन
अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR
DOCUMENTATION REQUIREMENTS
FROM SUPPLIERS

2	12.06.20	General Revision	<i>Aind</i> QMS Standards Committee	<i>LAG</i> QMS Standards Committee	SKB	<i>SKS</i> SKS
1	12.03.15	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convener	Standards Bureau Chairman
						Approved by

Abbreviations:

DCI	-	Document Control Index
eDMS	-	Electronic Document Management System
FOA	-	Fax of Acceptance
IC	-	Inspection Certificate
IRN	-	Inspection Release Note
ITP	-	Inspection and Test Plan
LOA	-	Letter of Acceptance
MR	-	Material Requisition
PO	-	Purchase Order
PR	-	Purchase Requisition
PVC	-	Polyvinyl Chloride
QAP	-	Quality Assurance Plan
QMS	-	Quality Management System
RPO	-	Regional Procurement Office
TPIA	-	Third Party Inspection Agency
URL	-	Universal Resource Locator
V-Portal-	-	Vendor Portal

QMS Standards Committee

Convener: Mr. S.K. Badlani

Members: Mr. Sanjay Mazumdar (Engg.)
Mr. R.K. Singh (SCM)
Mr. B. Biswas (SCM)
Mr. Ravindra Kumar (Const.)
Mr. Vinod Kumar (CQA)
Mr. Swapnil Vaishnav (Projects)

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Attachments

Format for completeness of Final Documentation : Format No. 3-78-0004

1.0 SCOPE

This specification establishes the Documentation Requirements from Suppliers.

All documents / data against the PO / PR / MR shall be developed and submitted to EIL / Owner by the suppliers for review / records, in line with this specification.

2.0 DEFINITIONS

2.1 Supplier

For the purpose of this specification, the word “SUPPLIER” means the person(s), firm, company or organization who has entered into a contract with EIL / Owner for delivery of some products (including service). The word is considered synonymous to bidder, contractor or vendor.

2.2 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0001 Specification for Quality Management System Requirements from Bidders

4.0 DOCUMENTATION REQUIREMENTS

4.1 Order Acknowledgement and Assigning Project Manager

After placement of order, Supplier shall acknowledge order through V-Portal within 7 days of receipt of FOA / PO. Supplier shall assign a Project Manager for that order through online portal and provide requisite details. Project Manager details shall include e-mail address, mailing address, mobile/telephone nos., fax nos. and name of Project Manager. All the system generated emails pertaining to that order shall be sent to the assigned Project Manager.

4.2 Documents / Data to be submitted by the Supplier

4.2.1 The Supplier shall submit the documents and data against the PO / PR / MR as per the list given in respective PO / PR / MR.

4.2.2 Review of the supplier drawings / documents by EIL would be only to review the compatibility with basic designs and concepts and in no way absolve the supplier of his responsibility / contractual obligation to comply with PR requirements, applicable codes, specifications and statutory rules / regulations. Any error / deficiency noticed during any stage of manufacturing / execution / inspection/ installation shall be promptly corrected by the supplier without any time and cost implications, irrespective of comments on the same were received from EIL during the drawing review stage or not.

4.2.3 Unless otherwise specified, submission of documents for Review / Records shall commence as follows from the date of Fax of Intent / Letter of Intent / Fax of Acceptance (FOA) / Letter of Acceptance (LOA):

QMS	- 1 week
Document Control Index	- 2 weeks
Other Documents / Drawings	- As per approved Document Control Index

4.2.4 Documents as specified in PO / PR / MR are minimum requirements. Supplier shall submit any other document / data required for completion of the job as per EIL / Owner instructions.

4.3 Style and Formatting

4.3.1 All Documents shall be in ENGLISH language and in M.K.S System of units.

4.3.2 Before forwarding the drawings and documents, contractor shall ensure that the following information are properly mentioned in each drawing:

Purchase Requisition Number
Name of Equipment / Package
Equipment / Package Tag No.
Name of Project
Client
Drawing / Document Title
Drawing / Document No.
Drawing / Document Revision No. and Date

4.4 Review and Approval of Documents by Supplier

4.4.1 The Drawing / Documents shall be reviewed, checked, approved and duly signed / stamped by supplier before submission. Revision number shall be changed during submission of the revised supplier documents and all revisions shall be highlighted by clouds. Whenever the supplier require any sub-supplier drawings to be reviewed by EIL, the same shall be submitted by the supplier duly reviewed, approved and stamped by the supplier. Direct submission of sub-supplier's drawings without contractor's / suppliers' approval shall not be entertained.

4.5 Document Category

4.5.1 Review Category

Following review codes shall be used for review of supplier Drawings / Documents:

Review Code 1	-	No comments. Proceed with Manufacture / Fabrication as per the document.
Review Code 2	-	Proceed with Manufacture / Fabrication as per commented document. Revised document required.
Review Code 3	-	Document does not conform to basic requirements as marked. Resubmit for review.
R	-	Document is retained for Records. Proceed with Manufacturing / Fabrication as per PR / Tender requirements.
V	-	Void

4.6 Methodology for Submission of Documents to EIL/Owner

4.6.1 Document Control Index (DCI)

Supplier shall create and submit Document Control Index (DCI) for review based on PO / PR / MR along with schedule date of submission of each drawing / document on EIL Vendor Portal. The DCI shall be specific with regard to drawing / document no. and the exact title. Proper sequencing of the drawings / documents should be ensured in schedule date of submission.

4.6.2 Submission of Drawings / Documents / Data

Drawings / documents, data and DCI shall be uploaded on the EIL Vendor Portal as per approved DCI. The detailed guidelines for uploading documents on EIL Vendor Portal are available on following URL

<http://edocx.eil.co.in/vportal>

4.6.3 Statutory Approvals

Wherever approval by any statutory body is required to be taken by Supplier, the Supplier shall submit copy of approval by the authority to EIL.

4.6.4 Manufacturing Schedule

Supplier shall prepare manufacturing schedule for the order, with key milestone activities (such as document submission, sub ordering, manufacturing, Inspection, dispatches, etc) to meet delivery as per FOA / PO terms. Supplier shall submit manufacturing schedule to concerned Regional Procurement Office (RPO) of EIL / Owner for review within 2 weeks from date of FOA / PO.

4.6.5 Schedule and Progress Reporting

Supplier shall submit monthly progress (MPR) report and updated procurement, engineering, manufacturing status, Inspection and dispatch status (schedule vs. actual) and highlight constraints, if any, along with action plan for mitigation, to the concerned Regional Procurement Office (RPO) of EIL / Owner by 1st week of every month., First MPR shall be submitted within 2 weeks from FOA / LOA. In case of exigencies, EIL / Owner can ask for report submission as required on weekly / fortnightly / adhoc basis depending upon supply status and supplier shall furnish such reports promptly without any price implication. Format for progress report shall be submitted by the Supplier during kick off meeting or within 2 weeks of receiving FOA / LOA, whichever is earlier.

4.7 Inspection and Testing

4.7.1 Quality Assurance Plan / Inspection and Test Plan

If Inspection and test plans (ITP) are attached with MR / PR same shall be followed along with additional tests requirement (if any) mentioned in MR/ PR. However for cases wherein EIL Standard ITPs not available / have not been attached with MR / PR, Supplier shall submit within one week of receiving FOA / LOA, the Quality Assurance Plan for inspection & testing at various stages of production, quality control records for critical bought out items / materials and site assembly & testing as may be applicable to the specific order and obtain approval from concerned Regional procurement Office of EIL / third party inspection agency, as applicable.

For Package equipment contracts, the supplier shall prepare a list of items / equipment and their inspection categorization plan for all items included in the scope of supply immediately after receipt of order and obtains approval for the same from EIL. The items shall be categorized into different categories depending upon their criticality for the scope of inspection of TPIA and / or EIL.

4.7.2 **Inspection Requisition:**

Supplier shall perform internal inspection as per ITP/ approved QAP at their works based on approved documents / drawings. Upon satisfactory internal inspection, supplier shall raise inspection call to concerned Regional Procurement Office (RPO) of EIL / TPIA / Owner with advance notice as per contract along with Internal test reports.

All changes w.r.t. PR shall be recorded through agreed variations or Concessions & Deviations. Conflict, if any, between PR / Job specifications and approved drawings, shall be brought to the notice of EIL / owner by the supplier / contractor. Decision of EIL / owner will be binding on the supplier and to be complied without time and cost implications.

Identified bought out items/ raw material shall be procured under TPIA as per ITP.

4.7.3 **Inspection Release Note (IRN)/ Inspection Certificate (IC)**

IRN / IC shall be issued by EIL Inspector / third party inspection agency on successful inspection, review of test reports / certificates as per specifications & ITP / agreed quality plan (as applicable) and only after all the drawings / documents as per DCI are submitted and are accepted under review code-1 or code R. Supplier shall ensure that necessary documents / manufacturing and test certificates are made available to EIL / TPIA as and when desired.

Note 1: Non fulfilling above requirement shall result into appropriate penalty or with- holding of payment as per conditions of PO / PR / MR.

Note 2: For items where IRN/IC is issued by TPIA, supplier to ensure that following as a minimum must be mentioned by TPIA in IRN / IC

- a) PR document number
- b) List of drawings / documents with EIL approval code
- c) Tests witnessed, documents reviewed
- d) Compliance statement by TPIA that product meets the requirement as specified in EIL PR, standard specifications, Inspection Test Plan / QAP and approved documents.

4.8 **Transportation Plan**

Transportation Plan for Over Dimensional Consignments (ODC), if any, shall be submitted within 2 weeks of receiving FOA / LOA, for approval. Consignment with parameters greater than following shall be considered as over dimensional.

Dimensions: 4 meters width x 4 meters height x 20 meters length

Weight : 32 MT

Dimensions and weight provided above are inclusive of all nozzles, attachments, transportation saddles etc.

Physical Rout survey for ODC movement shall be submitted to EIL within 8 weeks of receiving FOA / LOA.

4.9 Dispatch Details

Upon receipt of IRN / IC from EIL inspector / TPIA, supplier shall dispatch items within 2 days. Supplier shall submit dispatch details to concerned RPO of EIL / Owner within a day of dispatch. Dispatch details shall include Lorry Receipt (LR) number / Dispatch Number, Transporter Name, Date of dispatch, Packing list, Invoice copy etc.

4.10 Final Documentation

4.10.1 Supplier shall prepare final documents in line with VDR (Vendor Document Requirements) attached with PR/Tender. A copy of final document along with filled in Format for Completeness of Final Documentation (Format No. 3-78-0004) to be submitted to EIL Inspector / TPIA for review & approval within 2 weeks from dispatch. Upon receipt of EIL/TPIA endorsement on Completeness of Final Documents, supplier shall submit soft / hard copies of Final documents to EIL / Owner in requisite quantity as per PO / PR details, along with covering letter. A copy of covering letter to be submitted to the concerned Regional Procurement Office (RPO) of EIL/Owner.

4.10.2 As Built Drawings

Minor Shop changes made by Supplier after approval of drawings under 'Code 1' by EIL and deviations granted through online system ,if any, shall be marked in hard copies of drawings which shall then be stamped 'As-built' by the supplier. These 'As-built' drawings shall be reviewed and stamped by EIL Inspector / TPIA. Supplier shall prepare scanned images files of all marked – up 'As – built' drawings. Simultaneously Supplier shall incorporate the shop changes in the native soft files of the drawings also.

4.10.3 Packing / Presentation of Final Documents

Final Documents shall be legible photocopies in A4, A3 size only. Drawings will be inserted in plastic pockets (both sides transparent, sheet thickness minimum 0.1 mm) with an extra strip of 12 mm wide for punching so that drawings are well placed.

Final Documentation shall be bound in Hard board Plastic folder(s) of size 265 mm x 315 mm (10¹/₂ inch x 12¹/₂ inch) and shall not be more that 75 mm thick. It may be of several volumes and each volume shall have a volume number, index of volumes and index of contents of that particular volume. Where number of volumes are more, 90mm thickness can be used. Each volume shall have top PVC sheet of minimum 0.15 mm thick duly fixed and pressed on folder cover and will have 2 lever clip. In case of imported items documents, 4 lever clip shall also be accepted. All four corners of folders shall be properly metal clamped. Indexing of contents with page numbering must be incorporated by supplier. Spiral/Spico bound documents shall not be acceptable. As mentioned above, books should be in hard board plastic folders with sheets punched and having 2/4 lever clips arrangement.

Each volume shall contain on cover a Title Block indicating package Equipment Tag No. & Name, PO / Purchase Requisition No., Name of Project and Name of Customer. Each volume will have hard front cover and a reinforced spine to fit thickness of book. These spines will also have the title printed on them. Title shall include also volume number (say 11 of 15) etc.

4.10.4 Submission of Soft Copies

Supplier shall submit to EIL, the scanned images files as well as the native files of drawings / documents, along with proper index.

In addition to hard copies, Supplier shall submit soft copies of all the final drawings and documents in pen drive or any other specified medium with proper identification tag, all text documents prepared on computer, scanned images of all important documents (not available

as soft files), all relevant catalogues, manuals available as soft files (editable copies of drawings/text documents, while for catalogues / manuals / proprietary information and data, PDF files can be furnished).

All the above documents shall also be uploaded on the EIL Vendor Portal and if applicable on Client Server also.

4.10.5 Completeness of Final Documentation

Supplier shall get the completeness of final documentation verified by EIL / TPIA, as applicable, and attach the Format for Completeness of Final Documentation (Format No. 3-78-0004) duly signed by EIL Inspector or TPIA as applicable to the final document folder.

COMPLETENESS OF FINAL DOCUMENTATION

Name of Supplier/Contractor :
 Customer :
 Project :
 EIL's Job No. :
 Purchase Order No./ Contract No. :
 Purchase Requisition No./ Tender No. : Rev. No. :
 Name of the Work/ Equipment :
 Tag. No. :
 Supplier's / Contractor's Works Order No. :

Certified that the Engineering Documents / Manufacturing & Test Certificates submitted by the supplier (as per Index sheet mentioned in Annexure-1) are complete in accordance with the Vendor Data Requirements of Purchase Requisition / Tender.

Signature	:	.....	Signature	:	.....
Date	:	.....	Date	:	.....
Name	:	.....	Name	:	.....
Designation	:	.....	Designation	:	.....
Department	:	.....	Department	:	.....

Supplier / Contractor

EIL / TPIA

विक्रेता कार्यशाला में सकारात्मक सामग्री पहचान के लिए मानक विनिर्देश

STANDARD SPECIFICATION FOR POSITIVE MATERIAL IDENTIFICATION (PMI) AT SUPPLIER'S WORKS

4	23.12.21	REVISED AND RE-ISSUED	HKM	CS	RK	S Maumdar
3	19.09.16.	REVISED AND RE-ISSUED	TKK	HP	RKS	RN
2	20.10.11	REVISED AND RE-ISSUED	RKS	SCG	AKC	DM
1	15.07.08	REVISED AND RE-ISSUED	NKR	SSL	SKP	VC
0	07.12.00	ISSUED AS STANDARD SPECIFICATION	AKC	AKB	AKB	MI
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
						Approved by

Abbreviations:

API	:	American Petroleum Institute
AS	:	Alloy Steel
HIC	:	Hydrogen Induced Cracking
LSTK	:	Lump Sum Turn Key
NACE	:	National Association of Corrosion Engineers
PMI	:	Positive Material Identification
RTJ	:	Ring Type Joint
Sch	:	Schedule
SS	:	Stainless Steel
TPI or TPIA	:	Third Party Inspection Agency

Inspection Standards Committee

Convenor: Mr. Rajeev Kumar

Members: Mr. Rajesh Sinha
Mr. Himangshu Pal
Mr. R. Muthuramalingam (RPO Representative)
Mr. Chandrashekhar
Mr. Avdhesh Agrawal
Mr. P V Satyanarayana (Engg. Representative)
Mr. Mahendra Mittal

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1.0 SCOPE

- 1.1 This specification applies to the requirements for Positive Material Identification (PMI) to be performed at the Supplier's works on Metallic Materials procured either directly by the Owner/EIL/ LSTK contractor or indirectly through the sub-Suppliers.
- 1.2 This specification covers the procedures and methodology to be adopted to assure that the chemical composition of the material is consistent with the material specifications as specified in purchase documents using 'Alloy Analyzer' at the time of final inspection before dispatch.
- 1.3 The scope of this specification shall include but shall not be limited to Positive Material Identification (PMI) to be performed on Materials listed below:
- 1.3.1 For alloy Steel materials as below:
- Alloy Steel Pipes including Clad Pipes
 - Alloy Steel Flanges & Forgings
 - Alloy Steel Fittings including Clad Fittings
 - Alloy Steel Fasteners
 - Alloy Cast & Forged steel valves
 - Alloy Steel Instrumentation Items (Control Valves, Safety Valves etc.)
 - Longitudinal Pipe & Fittings Welds.
 - Gaskets (for Ring Type Joints)
- 1.3.2 For Carbon Steel materials as below:
- All Carbon Steel Piping items under NACE or HIC or H2 or Wet Hydrogen Sulfide (H₂S), Hydrofluoric acid (HF), Sulfuric acid (H₂ SO₄) services etc.
 - Carbon Steel flanges and valves (Rating 900# and above)
 - LTCS items

Following items shall be excluded from scope of PMI examination.

- Gaskets other than for Ring Type Joints
 - Internal Components of Valves
- 1.4 All grades of material supplies including Stainless Steels shall be liable for PMI test at site. In case of any defective materials being found at site, the Supplier shall be responsible to effect replacement of such defective materials at project site without any delays to the satisfaction of EIL site RCM (Resident Construction Manager).

2.0 REFERENCE DOCUMENTS

- 2.1 API Recommended Practice 578 (Third Edition, Feb 2018) - Material Verification Program for New and Existing Alloy Piping Systems.

3.0 DEFINITIONS

- 3.1 **Supplier:** Any Supplier or Manufacturer on whom an order is placed for the supply of referred items. This definition shall also include any sub-Supplier or manufacturer on whom a sub-order is placed by the Supplier.
- 3.2 **Inspection Lot:** A group of items offered for inspection covered under same size, Heat and Heat treatment lot.

3.3 **Alloy Material:** Any metallic material (including welding filler materials) that contains alloying elements such as Chromium, Nickel, Molybdenum or Vanadium, which are intentionally added to enhance mechanical or physical properties and/or corrosion resistance.

4.0 PMI EXAMINATION

4.1 The Supplier shall submit a procedure of PMI to comply with the requirements of this Specification. Approval of PMI Procedure shall be obtained from Owner / EIL / TPIA prior to commencing manufacture / inspection of product.

4.2 PMI examination of materials is independent of any certification, markings or colour coding that may exist and is aimed at verifying that the alloy used are as per specified grades.

4.3 The Supplier shall identify all incoming alloy materials and maintain full traceability of all alloy materials, including all off-cuts. Transfer of identification marks shall be undertaken prior to cutting to ensure maintenance of identification on off-cuts.

4.4 The Supplier shall ensure that all alloy materials are segregated and stored in separately identified locations to prevent the mix up of materials of different alloy specifications or alloy material with carbon steel. Non ferro-magnetic materials shall be segregated at all times from ferro-magnetic materials.

4.5 PMI examination is subject to surveillance inspection by Owner / EIL / TPIA.

5.0 ACCEPTABLE METHODS FOR PMI

5.1 The method used for PMI examination shall provide a quantitative determination of the alloying elements like Chromium, Nickel, Molybdenum or Vanadium in Alloy Steel items.

5.2 Instruments or methods used for PMI examination shall be able to provide quantitative, recordable, elemental composition results for positive identification of alloying elements present.

5.3 The acceptable instruments for alloy analyzer shall be either "Portable X-Ray fluorescence" or "Optical Emission" type each capable of verifying the percentage of alloy elements within specified range.

5.4 Chemical spot testing, magnets, alloy sorters and other methods using eddy current or triboelectric testing methods are not acceptable for PMI examination.

5.5 The PMI instrument used shall have the sensitivity to detect the alloying elements in the specified range.

5.6 All PMI instruments shall have been serviced within a 6 month period of the time of use to verify the suitability of batteries, sources etc., and the data of the last service shall be stated on the PMI Report Form (Sample enclosed).

5.7 Each analyzer must be calibrated according to the manufacturer's specification at the beginning and end of each shift. Instrument must be checked against known standard for each alloy type to be inspected during the shift.

5.8 Certified samples, with full traceability, of a known alloy materials shall be available for use as a random spot check on the instrument calibration.

- 5.9 The surfaces to be examined shall be prepared by light grinding or abrasive paper and solvent cleaner. Evidence of Arc burn resulting from examination shall be removed by light grinding or abrasive paper. No permanent marks, which are injurious to the usage of product in service, are acceptable.
- 5.10 Alloy Steel ring type joint Gaskets shall be inspected by using portable X-Ray fluorescence instrument.
- 5.11 Testing shall be done as per the procedures outlined by the manufactures of alloy analyzer being used. Modification of these procedures if any must be approved by Owner/EIL.
- 5.12 The persons performing PMI shall demonstrate their capabilities to the satisfaction of Owner/EIL/TPIA visiting engineer. If the Supplier has qualified operator on their rolls, he may perform the examination. Otherwise PMI examination shall be sub-contracted to an independent testing agency approved by EIL.
- 5.13 Whenever material is identified as not meeting requirements by the visiting engineer a rejection note shall be issued.

6.0 EXTENT OF PMI EXAMINATION

Following sampling plans shall be applicable for PMI examination of various items.

- | | | | |
|----|--|---|--|
| A. | Flanges, Fittings
Valves, RTJ Gaskets | - | 100% by Supplier and 10% @ random witness by
EIL/TPIA |
| B. | Pipes | - | 100% (for pipes procured from traders)
2 random samples drawn from each
Size/Heat/Lot (for pipes procured directly from mills) |
| C. | Fasteners | - | |

Lot Size	Sample Size for EIL/TPIA	Sample size for Supplier
Upto 100	2% (Min 2)	Min 10%
101 to 500	1% (Min 3)	Min 10%
501 and above	0.5% (Min 5)	Min 10%

Note:

- a. For Welded Pipes and Fittings and flanges like Fig 8, Spacer and blinds etc. PMI shall be performed on Base Metal as well as weldments.

7.0 ACCEPTANCE CRITERIA

7.1 Base Metal

PMI test results showing presence of characteristic elements upto 10% less than the minimum specified value in the material specification and upto 10% more than the maximum specified value in the material specification shall be acceptable.

7.2 Deposited Weld Metal

For deposited weld metal using welding consumables matching with base metals, the recorded presence of characteristic elements upto 12.5% less than the minimum specified value in the

welding consumable specification and upto 12.5% more than the maximum specified value in the welding consumable specification shall be acceptable.

8.0 REJECTION CRITERIA

8.1 If PMI test results fall outside the acceptable range as specified in 7.0 above, the supplier shall obtain a quantitative check analysis performed by a laboratory acceptable to Owner / EIL / TPIA for a complete chemical analysis. Alternatively, the item can be tested with a spark analyser for verification. Results of this analysis shall be submitted to Owner / EIL / TPIA for final decision.

Decision of Owner / EIL / TPIA shall be final in this regard.

8.2 If any sample drawn to PMI test on the basis of percentage selection as per 6.0 above, fails to meet specification requirements, 100% of items of lot shall be tested for PMI by supplier. Any failure thereafter during sample check shall mean rejection of whole lot.

9.0 RECORDING AND DOCUMENTATION

The results of PMI examination shall be recorded in a Report Format as enclosed with this specification.

10.0 MARKING

10.1 All alloy materials tested by PMI shall be identified using either of the following methods by indicating "PMI OK"

- a) Bar Code/Hologram Sticker
- b) A low stress stamp marking

POSITIVE MATERIAL IDENTIFICATION REPORT BULK MATERIALS								Page	of
Project:		Client						Job No.	
PMI Report No.		Supplier/Sub-Supplier							
Purchase Order No.		Testing Agency							
Purchase Requisition No:		PMI Location							
Bulk Item Type (as per Requisition)									
Material Specification/Grade									
Number of items in Lot									
Requisition Item No./ Description		Major content, Weight Percent						Remarks Accept/Reject	
Element	Cr	Ni	Mo	V	Ti *	Cb/ Nb **	Mn ***		
Specified Range									
Actual observations									
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
Instrument Type / ID									
Last Service Date		Inspection Agency						Witnessed By	


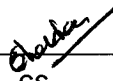
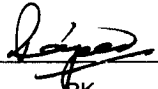

* To be reported in case of SS321 Material

** To be reported in case of SS347 Material

*** To be reported in case of LTCS Material

बोल्टिंग मैटीरियल के लिए
निरीक्षण एवं परीक्षण योजना

INSPECTION AND TEST PLAN
FOR
BOLTING MATERIAL

5	23.12.2021	REVISED AND RE-ISSUED	 HKM	 CS	 RK	 S Mazumdar
4	19.09.2016	REVISED AND RE-ISSUED	TKK	HP	RKS	RN
3	17.06.2013	REVISED AND RE-ISSUED	TKK	RKS	SCG	DM
2	15.07.2011	REVISED AND RE-ISSUED	TKK	SCG	AKC	DM
1	28.09.2007	REVISED AND RE-ISSUED	PD	RB	MVKK	VC
Rev. No.	Date	Purpose	Prepared by	Checked by	Convenor Standards Committee	Chairman Standards Bureau
Approved by						

Abbreviations:

CEIL	:	Certification Engineers International Limited	MRT	:	Mechanical Run Test
CIMFR	:	Central Institute of Mining & Fuel Research	NDT	:	Non Destructive Testing
CE	:	Carbon Equivalent	NPSH	:	Net Positive Suction Head
DFT	:	Dry Film Thickness	PO	:	Purchase Order
DPT	:	Dye Penetrant Testing	PESO	:	Petroleum Explosive Safety Organization
DHT	:	De-hydrogen Heat Treatment	PQR	:	Procedure Qualification Record
ERTL	:	Electronics Regional Test Laboratory	PR	:	Purchase Requisition
FCRI	:	Fluid Control Research Institute	PMI	:	Positive Material Identification
HT	:	Heat Treatment	RT	:	Radiography Testing
HIC	:	Hydrogen Induced Cracking	SSCC	:	Sulphide Stress Corrosion Cracking
ITP	:	Inspection and Test Plan	TC	:	Test Certificate
IP	:	Ingress Protection	TPI or TPIA	:	Third Party Inspection Agency
IHT	:	Intermediate Heat Treatment	UT	:	Ultrasonic Testing
IC	:	Inspection Certificate	VDR	:	Vendor Data Requirement
IGC	:	Inter Granular Corrosion	WPS	:	Welding Procedure Specification
MPT/MT	:	Magnetic Particle Testing	WPQ	:	Welders Performance Qualification
MTC	:	Material Test Certificate			

Inspection Standards Committee

Convenor Mr. Rajeev Kumar

Members: Mr. Rajesh Sinha Mr. Himangshu Pal Mr. R. Muthuramalingam (RPO Representative)
 Mr. Chandrashekhar Mr. Avdhesh Agrawal Mr. P V Satyanarayana (Engg. Representative)
 Mr. Mahendra Mittal

1.0 SCOPE

This Inspection and Test Plan covers the minimum testing requirements of Bolting Material.

2.0 REFERENCE DOCUMENTS

PO/PR/ Standards referred therein/ Job specifications /Approved documents.

3.0 INSPECTION AND TEST REQUIREMENTS

SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
1.0	Procedure						
1.1	Heat Treatment & NDT Procedures	Documented Procedures	100%	Procedure Documents	-	H	R
2.0	Material Inspection						
2.1	Raw Material Inspection	Chemical, Mechanical properties, Steel making process, Macro Etch, etc.	100% one no. per heat per size	Mill Test Certificates/ Lab Reports	H	H	R
3.0	In Process Inspection						

**INSPECTION AND TEST PLAN
 FOR
 BOLTING MATERIAL**

SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
3.1	Thread Rolling, Hot forging of Nuts/Bolt Heads, Machining	Process Parameters	100%	Inspection Report	-	H	-
3.2	Heat Treatment	Normalising & Tempering, Quenching & Tempering Solution Annealing, Stabilization Heat Treatment, Strain Hardening, Nitriding etc. as applicable	100%	Heat treatment process records /charts	-	H	R
3.3	NDT (as applicable)	Defects detection	100%	Test Reports	-	H	R
3.4	TPM Identification of Test Samples	Product Analysis, Proof Load Test, Stress Rupture, Tensile, Hardness, Impact, and Other test as applicable	Lot as per specification.	Test Reports	-	H	H
3.5	Chemical Testing	Chemical analysis	Lot as per specification.	Test Reports		H	H

**INSPECTION AND TEST PLAN
 FOR
 BOLTING MATERIAL**

SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
3.6	Mechanical Testing	Mechanical (0.2 Offset/0.5% extension under load), Hardness, Proof Load Test for Nuts (as applicable), Stress Rupture (As Applicable), Impact and Other test as applicable	Lot as per specification.	Test Reports	-	H	H
3.7	Galvanizing (If Applicable)	Integrity of Galvanised Coating	100%	Inspection Report	-	H	R
4.0	Final Inspection						
4.1	Visual & Dimension	Visual Marking & Dimensions	100% by supplier & Random by EIL/ TPIA	Inspection Report	-	H	RW (Note-3)
4.2	Final Stamping	Stamping of Accepted Bolting Material	Stamping of bolting material which are witnessed by EIL/TPIA. Others to have supplier's identification.	Inspection Report	-	H	RW (Note 3)

**INSPECTION AND TEST PLAN
 FOR
 BOLTING MATERIAL**

SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
4.3	PMI Check	Chemical Check	As Per EIL Spec. 6-81-0001	Inspection report	-	H	RW (Note 3)
5.0	Painting						
5.1	Rust Preventive & Color Coding (as applicable)	Visual & Color Coding as applicable	100%	Inspection Report	-	H	-
6.0	Documentation & IC						
6.1	Documentation & Inspection Certificate (IC)	Review of Stage Inspection Reports / Test Reports & Issue of IC	100%	Supplier TC & IC	-	H	H

Legend: H- Hold (Do not proceed without approval), P-Perform, RW - Random Witness {As specified or NOTE 3), R-Review, W-Witness (Give due notice, work may proceed after scheduled date).

Notes (as applicable):

1. This document describes the generic test requirements. Any additional test or Inspection scope if specified in contract documents shall also be applicable (unless otherwise agreed upon).
2. Acceptance Norms for all the activities shall be as per PO/PR/STANDARDS referred therein /Job Specification /Approved Documents.
3. Final visual and dimension And PMI Check shall be checked as per below sampling plan:

**INSPECTION AND TEST PLAN
FOR
BOLTING MATERIAL**

Lot Size (Nos.)	Sample Size (Minimum) for EIL/TPIA	Sample size (Min) for Supplier
Upto 100	2% (Min. 2 Nos.)	10%
101 to 500	1% (Min. 3 Nos.)	10%
501 and above	0.5% (Min. 5Nos.)	10%

VENDOR DATA REQUIREMENTS FOR FASTENERS

A	08-AUG-2024	ISSUED FOR BIDS	VS	RB	NR
Rev. No.	Date	Purpose	Prepared by	Checked by	Approved by

VENDOR DATA REQUIREMENTS

The following drawings/documents marked "✓" shall be furnished by the bidder.

S. N. O.	DESCRIPTION	WITH BID	POST ORDER			REMARKS
			FOR REVIEW	FOR RECORD	WITH DATA BOOK (FINAL)	
1.	Quality Assurance Plan		✓		✓	
2.	Test certificates : Material Test Certificates				✓	
3.	Test certificates : Non destructive test reports				✓	
4.	Test certificates : Dimensional check				✓	
5.	Test certificates : Any other Test report				✓	

Notes :

- "TICK" denotes applicability.
- Post order, drawing / document review shall commence only after approval of Document Control Index (DCI).
- All post order documents shall be submitted / approved through EIL eDMS portal.
- Final documentation shall be submitted in hard copy (Six prints) and soft (two CDs/DVDs) in addition to submission through EIL eDMS.
- Refer - 6-78-0001: Specification for quality management system from Bidders.
- Refer - 6-78-0003: Specification for documentation requirement from Suppliers.
- All drawings & documents shall be submitted in A4 or A3 paper sizes. Documents in higher paper size shall be submitted in exceptional circumstances or as indicated in the MR/Tender.
- Post order- The schedule of drawing / data submission shall be mutually agreed between EIL & the bidder / contractor / supplier during finalization of Document Control Index (DCI).
- "@" indicates submission of documents to Inspection Agency.