**ANNEXURE 1.1**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

**Ref. No.** **Date :**

M/s **Ramagundam Fertilizers & Chemicals Limited (RFCL),**
4th Floor, Wing-A, Kribhco Bhawan, Sector-1,
Noida, Uttar Pradesh – 201301.

**Kind Attention: Sh. Shashi Prakash, Senior Manager**

**Tel No. : +91-120-2553614 E-mail :** sprakash@rfcl.co.in

**Copy to:**

**M/s Projects & Development India Limited**
**PDIL Bhawan,**
**A-14, Sector-1, Noida-201 301**
**India**

**Kind Attention. :**

**Mrs Anjali Thakur, Dy. General Manager (MM)**

**SUBJECT : ZERO LIQUID DISCHARGE UNIT AT RFCL, RAMAGUNDAM.**

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Document for subject works for our use in preparing the Bid.

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

A) We intend to bid as requested for the subject works and furnish the following details with respect to our quoting office

**i. Postal Address** _____

_____

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ii. Telephone Number _____

iii. Telefax Number _____

iv. Contact Person _____

v. Designation of Contact Person _____

vi. Mobile no. _____

vii. E-mail Address _____

B) Contact Person, preferably at Delhi and/or Mumbai for Indian Bidders & anywhere in India for Foreign Bidders, if any :

i. Postal Address _____

ii. Telephone Number _____

iii. Telefax Number _____

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iv. Contact Person _____

v. Designation of Contact Person _____

vi. Mobile no. _____

vii. E-mail Address ----------

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

Reasons for non-submission of Bid :

_____

_____

_____

_____

Company's Name : _____

Name of the authorized signatory : _____

Signature :

Designation : _____

Date : _____

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

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**ANNEXURE 1.2**
**BID FORM**

SUBJECT: IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT.

With reference to your invitation for NIT NO……., we are pleased to submit our bid for the subject job:

COVER - I: EARNEST MONEY DEPOSIT, PRE-QUALIFICATION BID, TECHNICAL AND UNPRICED COMMERCIAL BID

COVER - II: PRICE BID

We undertake that in the event of acceptance of our Bid within the validity period, this bid as modified by mutually acceptable written changes/amendments till date of notification of award, together with your written notification of award shall constitute a binding contract between us until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest or any bid that may be received.

Dated this ..... day of.....20....

For and on behalf of : ….....……

Stamp & Signature : ……

Name : ……

Designation : ……

Date : ……

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**Annexure 1.3**
**COMMERCIAL QUESTIONNAIRE**

**SUBJECT :** IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT

Note:

1) The Bidder shall submit reply to each query.
2) The Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulation mentioned else where in the bid.

| Sl. No. | OWNER'S/PDIL'S QUERY | BIDDER's REPLY / CONFIRMATION |
|---|---|---|
| 1. | Please confirm that Master Index of Part-I (Commercial) and Part-II (Technical) and Amendment, if any, duly signed and stamped on each page has been submitted, as token of having acknowledged the entire bidding document, along with the bid. | |
| 2. | Please confirm that all pages of the Bid have been numbered in sequential manner and signed and stamped by the authorized signatory of the bidder. | |
| 3. | Please confirm that you have studied complete Bidding Document including Technical and Commercial Part and your Bid is in accordance with the requirements of the Bidding Document. | |
| 4. | Please confirm that Techno-Commercial Bid has been submitted as specified in Instructions to Bidders. | |
| 5. | Please confirm: Bid Submission as per tender i.e. in Single Stage Two Bid System. | |
| 6. | Please confirm that the Price Part does not include any terms and condition **and Unpriced Price Schedule, duly signed and stamped, and indicating "Quoted/Not Applicable/ Nil" against each head submitted**.<br><br>In case any terms and condition is mentioned in the price part, the same shall be treated as null and void | |
| 7. | Please confirm your compliance to total scope of work mentioned in the Bidding Document. CONTRACTOR's scope shall include supply of all materials and services required for completion of Work irrespective of whether such materials and services are mentioned in the Bidding Document or not. | |
| 8. | Please confirm your acceptance for Time Schedule as mentioned Instructions to Bidders | |
| 9. | Please confirm your acceptance for Payment Terms as per BIDDING Documents. | |
| 10. | Please confirm that your bid is valid for 6 (Six) Months from the date of opening of Technical and Un-priced commercial Bids | |
| 11. | Please confirm EMD Validity for the period of Bid Validity plus 06 Months claim period. | |
| 12. | Please confirm acceptance of all clause of General Conditions Of Contract and Special Conditions Of Contract | |
| 13. | Please confirm that your quoted price includes following :- | |


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| Sl. No. | OWNER'S/PDIL'S QUERY | BIDDER's REPLY / CONFIRMATION |
|---|---|---|
| | I. All type of taxes / levies as per provisions of Bidding Document.<br>II. Insurance as per provision of Bidding Document. | |
| 14. | Please confirm that your Bid is substantially responsive to the requirements of the Bidding Document and you have not stipulated any material deviation and submitted all details as specified in the Bidding Document. | |
| 15. | Please confirm that while proposing the list of construction equipment's, you have considered the following equipment's:<br><br>a) Cranes of suitable capacity & Trailing crane with suitable capacity<br>b) Hydra of suitable capacity.<br>c) Suitable Trailer with Prime Mover<br>d) Motor generator welding sets in sufficient numbers<br>e) TIG welding sets complete with all accessories<br>f) Adequate nos. of Welding Machines.<br>g) DG welding machines<br>h) Rectifier welding sets<br>i) Gas cutting sets<br>j) Drilling and grinding machines<br>k) Compressors / Air Compressos<br>l) Portable D.G. Set<br>m) Theodolites/Dumpy level /Master level/Sprit level<br>n) Pipe beveling machine<br>o) Pipe Bending Machine s<br>p) Sufficient pipe fabrication stand for piping spool fabrication<br>q) Non Sparking Tools (Spanners / Hammering Wrenches of different sizes).<br>r) Manual Torque Wrench preferably ratcheting type<br>s) Wooden sleepers and scaffolding (metallic only) materials.<br>t) D-shackles, slings, lifting and s preader beams and any other special tools and tackles and facilities required to complete all jobs as per NIT to the engineering practices.<br>u) Pump for hydro test<br>v) All relevant civil construction equipment.<br>w) All Electrical equipment.<br>x) All Instrumentation equipment<br>y) Spray Painting Machines.<br>z) Test pumps.<br>aa) Any other equipment required for execution / completion of project.<br><br>Note: Above mentioned equipments shall be required during construction & erection phase. Bare minimum quantity & rating shall be calculated by bidder & submitted to Client/PDIL for review & approval. During execution & upto handover of project, no back impact shall come to RFCL Power/Plant. | |
| 16. | Please confirm that you have proposed adequate project / site organisation with qualified supervisory personnel having | |



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| Sl. No. | OWNER'S/PDIL'S QUERY | BIDDER's REPLY / CONFIRMATION |
|---|---|---|
| | sufficient experience. | |
| 17. | Please confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of Work are included in the Lump sum Price. | |
| 18. | Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during execution shall be adhered by CONTRACTOR within Lump sum Price. | |
| 19. | Please confirm that the following safety precautions shall be followed by CONTRACTOR as mandatory :<br>- Use of safety goggles while grinding.<br>- Use of helmet / safety shoes.<br>- Crane movement area to be barricaded.<br>- Cylinders of flammable gases to be stacked upright<br>- Earthling of equipment to be made proper.<br>- Toe boards to be provided in the Scaffolding platforms.<br>- Excavations to be properly shored / slopped.<br>- Safety net for construction<br>- Fall Arresters<br>- Safety Belts & Full Body Safety | |
| 20. | Please confirm the following :-<br>"The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc. submitted by the bidder with his bid are indicative and shall not be basis for extra compensation in case actual needs are higher.<br>Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front.<br>Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all Work as per OWNER's construction and priority schedule and in accordance with the available Work front are to be included in the pricing".<br>Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by us during pre award stage /post award stage. | |
| 21. | Please furnish the CV of key personnel including nominated Project Director, Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer etc. These will be reviewed and approved by Engineer-in- Charge. | |



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| Sl. No. | OWNER'S/PDIL'S QUERY | BIDDER's REPLY / CONFIRMATION |
|---|---|---|
| 22. | Please confirm that your Lump sum Price includes cost towards third party inspection, if any. | |
| 23. | Please note that the scope of this bid package is Project Management, Basic Design Engineering & Detailed Engineering; Dismantling; Procurement; Fabrication; Inspection By Third Party Inspection Agency (TPI) As Applicable; Supply; Supply Of All Spares And Consumables; Supply Of Chemicals (Including Proprietary Chemicals, If Any); Manufacture; Insurance; Obtaining All Necessary Statutory Approvals; Transportation Of All Equipment / Materials To Work Site & Storage At Site Including Loading & Unloading; Assembly, Erection & Installation; Construction And Erection Of All Civil & Structural, Mechanical, Electrical, Instrumentation & Piping Works (Including Tie-In Points); Acid/Alkali Resistant Proof Tiling; Painting, Testing; Mechanical Completion, Pre-Commissioning, Trial Run For 30 Days Before Commissioning; Commissioning; Training Of Rfcl Personnel & Performance Guarantee Test Run (PGTR) For 72 Hours; Operation & Maintenance Of The Plants For A Period Of 3 Years Including Supply Of Spares, Chemicals & Consumables; 5 ( Five) Years Post Warranty Annual Maintenance Contract (PWAMC) For Control System And Handing Over Of The Plants And Facilities Under Contractor's Scope Of Work Duly Completed On Single Point Responsibility Basis. | |
| | The scope of work mentioned under various sections shall not be considered as limitative and CONTRACTOR's scope shall include completion of any activities of work not mentioned in the bid package but required to complete the Work in all respects and making it functional. | |
| 24. | Please confirm that the CONTRACTOR shall supply all chemicals, consumables required for pre-commissioning /Commissioning as per provision of Bidding Document. | |
| 25. | Please confirm that you have considered this Contract as indivisible works contract and not divisible contract. | |
| 26. | The safety measures as mentioned in GCC/SCC shall not be considered as limitative. The CONTRACTOR will be required to develop their stringent safety measures and submit the same to Engineer-in - Charge with the provision of a dedicated safety group closely monitoring the construction activities in all working shifts. | |
| 27. | Please confirm that your sub-contractor for construction shall be meeting the requirements as specified in Special Conditions of Contract including the provision of GCC. Also that the agency for executing Electrical work shall have a valid license for carrying out the work in the state of Telangana. | |


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**For and on behalf of :** ……

**Stamp & Signature** : ……

**Name** : ……

**Designation** : ……

**Date** : ……



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**ANNEXURE 1.3A**

**PREAMBLE TO PRICE SCHEDULE**
**(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)**

**SUBJECT : IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT.**

Attn.:-

Dear Sirs,

We have examined the NIT Ref. No. NO : PNMM/PC211/E/001 dated _____ the scope of work, terms and conditions of CONTRACT and technical specifications. We are prepared to undertake all the WORK of the "CONTRACTOR" as defined in the NIT for a total fixed and firm price of Indian Currency (INR) as per the break-up given in Price Schedule:

PREAMBLE TO PRICE SCHEDULE

1. The “PRICE SCHEDULE” is in Excel format (password protected) and has been uploaded during tender creation. This will be downloaded by the bidder and bidder will quote price on this Excel file for entire scope of work as per NIT. Thereafter, the bidder will upload the same Excel file during bid submission.

2. The PRICE SCHEDULE format is provided in a spread sheet file (BoQ_xxxx.xls). The rates offered should be entered in the allotted space (Aqua Colour) only and uploaded after filling the relevant columns. The PRICE SCHEDULE (BOQ) template must not be modified / replaced by the bidder; else the bid submitted shall be rejected.

3. PRICE SCHEDULE consists of following **Seven (7)** sheets:

   i. SP-0 (PRICE SCHEDULE)
   ii. SP-1 (PART I) - BREAK-UP OF LUMPSUM PRICE – ZERO LIQUID DISCHARGE UNIT
   iii. SP-1 (PART II) - BREAK-UP OF LUMPSUM PRICE – THREE (3) YEARS OPERATION AND MAINTENANCE SERVICES
   iv. SP-1 (PART II) - BREAK-UP OF LUMPSUM PRICE – FIVE (5) YEARS COMPREHENSIVE PWAMC FOR CONTROL SYSTEM
   v. SP-2 (DETAILS OF GST)


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vi. SP-3 (GUARANTEED CONSUMPTION FIGURES)
vii. SP-4 (TWO (2) YEARS O&M SPARES – FOR INVENTORY PURPOSE ONLY)

4. It is mandatory to quote prices in PRICE SCHEDULE and fill up figures in relevant cells. It will be the responsibility of the contractor to quote for all Materials/ Equipments/Services/Civil & Structural Works etc. as per scope of work defined in NIT.

5. For CONTRACTORS who have to bring equipment and material from outside Telangana, will have to obtain necessary registrations and take appropriate steps as required under Telangana State Laws.

6. A copy of PRICE SCHEDULE along with Annexure, with prices/figures completely blanked out but with the word ""Quoted" or "Not Applicable" in all columns is to be uploaded along with the TECHNICAL AND UNPRICED COMMERCIAL BID, as a confirmation of price/data quoted against each head.

7. The entire Package consisting of the totality of Supplies, Services and Work(s) shall be covered in the TOTAL LUMPSUM PRICE quoted by Bidder in SP-0 (PRICE SCHEDULE).

8. Break-up of LUMPSUM PRICE – ZERO LIQUID DISCHARGE UNIT shall be indicated in SP-1 (PART – I) in line with the following:-

a) Total price of "DESIGN & ENGINEERING" quoted shall not exceed **3%** of the CONTRACT PRICE (EXCLUDING GST) QUOTED AT SR. NO. 1.01 IN SP-0. In case the price for "DESIGN & ENGINEERING" component exceeds the above mentioned limit, then such additional amount shall be billed by the Contractor along with the Final Bill.
b) Total price of "PRE-COMMISSIONING, COMMISSIONING AND TRIAL RUN" shall be fixed at **5%** of the CONTRACT PRICE (EXCLUDING GST) QUOTED AT SR. NO. 1.01 IN SP-0. In case the price for "PRE-COMMISSIONING, COMMISSIONING AND TRIAL RUN" component does not meet the above mentioned limit, then such shortfall amount shall be retained @10% starting from the first bill (subsequent to mobilisation advance) itself and shall be paid to the Contractor along with the Final Bill.
c) Total price of "PERFORMANCE AND GUARANTEE TEST RUN (PGTR)" shall be fixed at **2%** of the CONTRACT PRICE (EXCLUDING GST) QUOTED AT SR. NO. 1.01 IN SP-0. In case the price for "PERFORMANCE AND GUARANTEE TEST RUN (PGTR)" component does not meet the above mentioned limit, then such shortfall amount shall be retained @10% starting from the first bill (subsequent to mobilisation advance) itself and shall be paid to the Contractor along with the Final Bill.
d) It will be the responsibility of the contractor to quote all items required for completion of work as per the Contract, irrespective of whether all items are identified above or not.


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9. Break-up of the LUMPSUM PRICE -THREE (3) YEARS OPERATION AND MAINTENANCE SERVICES (**EXCLUDING GST**) QUOTED AT SR. NO. 1.02 IN SP-0 shall be indicated in SP-1 (PART – II) in line with the following:-

   a) O&M Services shall be inclusive of all the charges for manpower/operators, supply of all spares and consumables, tools & tackles and supply of chemicals including proprietary chemicals, transportation, Lodging, Boarding, all insurance including third party insurance, all Taxes & Duties and all other incidental charges etc. but excluding GST.
   b) For 3 years O&M service separate work order shall be placed by Owner within 3 months of commissioning of the entire system. Zero date of O&M service shall be date of commissioning.
   c) Within 2 weeks of placement of Order for O&M, contractor shall submit Contract Performance Bank Guarantee (CPBG) / Security Deposit for 5% of the maximum Annual O&M amount which shall be valid for entire O&M period plus 3 months claim period.
   d) 100% payment shall be paid at the end of each quarter against quarterly progress bills to be submitted by Contractor duly certified by authorized representative of Owner.
   e) It will be the responsibility of the contractor to quote all items required for completion of work as per the Contract, irrespective of whether all items are identified above or not.

10. Break-up of the LUMPSUM PRICE -FIVE (5) YEARS COMPREHENSIVE PWAMC FOR CONTROL SYSTEM (**EXCLUDING GST**) QUOTED AT SR. NO. 1.03 IN SP-0 shall be indicated in SP-1 (PART – III) in line with the following:-

   a) Comprehensive PWAMC shall be inclusive of all the charges for manpower/operators, supply of all spares and consumables, tools & tackles and supply of chemicals including proprietary chemicals, transportation, Lodging, Boarding, all insurance including third party insurance, all Taxes & Duties and all other incidental charges etc. but excluding GST.
   b) Price of 1$^{st}$, 2$^{nd}$ and 3$^{rd}$ Year of Comprehensive PWAMC shall be included in the Price of three year O&M services.
   c) For Comprehensive PWAMC for Control System from 4th to 5th year, separate work order shall be placed by Owner 6 months prior to completion of 3rd year of O&M services.
   d) Within 2 weeks of placement of Order for AMC, contractor shall submit Contract Performance Bank Guarantee (CPBG) / Security Deposit for 5% of the maximum Annual AMC amount which shall be valid for entire AMC period plus 3 months claim period.
   e) 100% payment shall be paid at the end of each quarter against quarterly progress bills to be submitted by Contractor duly certified by authorized representative of Owner.


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f) It will be the responsibility of the contractor to quote all items required for completion of work as per the Contract, irrespective of whether all items are identified above or not.

11. In case the prices given in SP-0 do not tally with the break-up of prices provided in SP-1; then the prices given in SP-0 shall prevail.

12. SL.NO.1.04 IN SP-0 pertains to RATE OF EXTENDED STAY COMPENSATION PER MONTH. It will be the responsibility of the contractor to quote all items required for completion of work as per the Contract, irrespective of whether all items are identified above or not.

    (i) GST (presently @ 18%) shall be added to the quoted rate towards Extended Stay Compensation for the purpose of evaluation.
    (ii) Extended Stay Compensation shall only be payable in line with provisions of Special Conditions of Contract.
    (iii) In case no rate for Extended Stay Compensation is stipulated, it will be considered that Extended Stay Compensation is not required by the Bidder and he rates quoted by them shall be valid till completion of works in all respects.

13. SP-2 (DETAILS OF GST) pertains to GST applicable on LUMPSUM PRICE QUOTED AT SL.NO.1.01, 1.02 & 1.03 IN SP-0. GST payment shall be limited to the amount quoted by Bidder in SP-2 under respective head.

14. SP-3 pertains to GUARANTEED CONSUMPTION FIGURES.

15. SP-4 pertains to TWO (2) YEARS O&M SPARES (for inventory purpose). Price of TWO (2) YEARS O&M SPARES shall **NOT** be considered in Price Evaluation. Separate order shall be issued 6 months prior to completion of O&M services

16. Statutory approval / clearance fee shall be paid by the Contractor and the same shall be reimbursed by RFCL on actual basis after submission of documentary evidence for payment done to the Statutory Agencies by the Contractor.

17. The price as quoted in this Price Schedule are based on compliance with all the terms and condition of NIT

It is understood that as a condition of this proposal, no agreement, oral or otherwise will exist until a written agreement has been signed by an authorised representative of OWNER and approved by the concerned Government Authorities and Financial Institution(s). Any expenses incurred by the bidder prior to execution of such agreement will be borne exclusively by the bidder without obligation of any kind on the part of OWNER, regardless of the circumstances under which such expenses were incurred.


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It is the bidder's intention, if awarded the CONTRACT, to comply fully and in all respect with CONTRACT documents.

For and on behalf of : ……

Stamp & Signature : ……

Name : ……

Designation : ……

Date : ……



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Annexure 1.4

## CONTENTS OF BID AND CHECKLIST

**SUBJECT: IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT**

Bidder is requested to fill this check list and ensure that all details /documents have been furnished under relevant section as called for in the Bidding Document duly filled in, signed & stamped.

Please tick the box and ensure compliance:

| **Check List for Technical and Unpriced Commercial Bid** | | |
|---|---|---|
| (A) UNDER SECTION –I | | |
| (A.1) | Acknowledgement cum Consent Letter as per Annexure-1.1 | |
| (A.2) | Bid Form as per Annexure-1.2 | |
| (A.3) | Commercial Questionnaire as per Annexure-1.3 | |
| (A.4) | Contents of Bid and Checklist as per Annexure-1.4 | |
| (A.5) | Declaration for not submitted indirect bid as per Annexure-1.5 | |
| (A.6) | Details of Bidder's Concurrent Commitment as per Annexure-1.6 | |
| (A.7) | Bidder's Proposed Schedule as per Annexure-1.7 | |
| (A.8) | Letter of Waiver of Conditions/Deviations as per Annexure-1.8 | |
| (A.9) | Duly filled Annexure(s) as per SCC | |
| (B) UNDER SECTION –II | | |
| (B.1) | Preamble to Schedule of Prices. | |
| (B.2) | Blank copy of Schedule of Lumpsum Prices indicating "Quoted/Not Applicable" against each head and duly stamped & signed on each page. | |
| (C) UNDER SECTION –III | | |
| (C.1) | Technical Details/ documents specified under "Technical Information Required along with Bid". | |
| (D) UNDER SECTION – IV | | |
| (D.1) | Any other information required in the Bidding Documents or considered relevant by the Bidder. | |
| (E) UNDER SECTION – V | | |
| (E.1) | Master Index and copies of all technical and commercial amendments/addendums if any issued, duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid. | |

**For and on behalf of** : …… ……
**Stamp & Signature** : ……
**Name** : ……
**Designation** : ……
**Date** : ……

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To,

M/s Ramagundam Fertilizers & Chemicals Limited (RFCL)

Bidder's Offer Ref.: .....against NIT No.: ..... for ZERO LIQUID DISCHARGE UNIT AT RFCL, RAMAGUNDAM.

**Sub: DECLARATION FOR NOT SUBMITTED INDIRECT BID IN TERMS OF CLAUSE 17 OF INSTRUCTIONS TO BIDDERS.**

Dear Sir,

We ……..(name of Bidder/member of Consortium) have read the provisions under clause 18 of instructions to bidders and hereby declare that we have not submitted any indirect Bid in terms of clause 17 of instructions to bidders.

Your's faithfully,

(Signature of Authorized signatory as per Power of Attorney)

Stamp & Signature : ……

Name : ……

Designation : ……

Date : ……

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## Annexure 1.6
## DETAILS OF BIDDER'S CONCURRENT COMMITMENT

(Name of the project)

| SL. NO. | FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE WITH PHONE/CELL NO AND E-MAIL | DESCRIPTION OF THE WORK | VALUE OF CONTRACT | DATE OF COMMENCEMENT OF WORK | SCHEDULED COMPLETION PERIOD | % COMPLETION AS ON DATE | REMARKS |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

**FOR AND ON BEHALF OF** : _____

**STAMP & SIGNATURE OF BIDDER** : _____

**NAME OF BIDDER** : _____

**DATE** : _____

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**Annexure 1.7**

## BIDDERS PROPOSED SCHEDULE

**SUBJECT: IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT**.

Bidder shall provide a detailed bar-chart type schedule for the execution of the work and shall show the main activities with duration, their sequences, and the milestone events specified to achieve the PRELIMINARY ACCEPTANCE of the WORKS by GUARANTEED COMPLETION DATE.

For and on behalf of : …….....……

Stamp & Signature : ……

Name : ……

Designation : ……

Date : ……

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**Annexure 1.8**
**FORMAT OF LETTER OF WAIVER**
**(ON COMPANY'S LETTERHEAD)**

**SUBJECT: IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT**

**(ITB NO : PNMM/PC-211/E/001 DATED ……)**

We * hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Clarifications issued by OWNER.

We further hereby waive, withdraw and abandon any and all 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 final price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda/Clarifications.

For and on behalf of* …….....……

Stamp & Signature** : ……
Name : ……
Designation: ……
Date : ……

* **Here fill in the name of bidder.**

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

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## Annexure 1.9

## FORMAT FOR BIDDERS QUERIES

**SUBJECT:** IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT

| Sl. No | Volume No./ Section No. of bid doc.. | Page No. | Clause No. | Subject | Bidder's Query | Owner's Reply |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

**NOTE:** **The Pre-Bid Queries shall be sent through e-mail to** anjali@pdilin.com; amitvarshney@pdilin.com; sprakash@rfcl.co.in

For and on behalf of…….....……
Stamp & Signature :……

Name :……

Designation :……

Date : ……

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## CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website ***https://doe.gov.in/procurement-policy-divisions.***

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

   Further the above will not apply to bidders 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 in the website of the Ministry of External Affairs, Govt. of India

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision 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.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

   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

**5.** **"Beneficial owner"** for the purpose of above (4) 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-


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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.

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

**7.** **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I / Form-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

**8.** The registration, wherever applicable, 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.

**9.** **PROVISION TO BE IN 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


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the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II


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**FORM - I**

***UNDERTAKING ON BIDDER'S LETTERHEAD***

To,
M/s Ramagundam Fertilizers & Chemicals Limited (RFCL)

SUB:…….

NIT NO:…….

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*)_____ is:

| | | |
|---|---|---|
| (i) | Not from such a country | [ ] |
| (ii) | If from such a country, has been registered with the Competent Authority. *(Evidence of valid registration by the Competent Authority shall be attached)* | [ ] |

*(Bidder is to tick appropriate option (√ or X) above).*

We hereby certify that bidder M/s _____ *(Name of Bidder)*_____ fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:

[Signature of Authorized Signatory of Bidder]
Name:

Date:

Designation:
Seal:


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**FORM - II**

***UNDERTAKING ON BIDDER'S LETTERHEAD***

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

To,
M/s Ramagundam Fertilizers & Chemicals Limited (RFCL)

SUB:

TENDER NO:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ *(Name of Bidder)*_____ is:

(i) not from such a country [ ]

(ii) if from such a country, has been registered with the Competent Authority. (*Evidence of valid registration by the Competent Authority shall be attached)* [ ]

*(Bidder is to tick appropriate option (√ or X) above).*

We further certify that bidder M/s _____ *(Name of Bidder)*_____ will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ *(Name of Bidder)*_____ fulfills all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]
Name:

Date: Designation:
Seal:


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No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
****

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017**

**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.

   *'Local supplier'* means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of 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 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.

.....Contd. p.2/-

'*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.

3. **Requirement of Purchase Preference**: 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 local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

   a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.

   b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:

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

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

   c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

      i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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

      iii. In case such lowest eligible local supplier fails to match the L1 price, the 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

.....Contd. p.3/-

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 minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

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 local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the 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.

   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

.....Contd.p.4/-

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 local suppliers 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. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

e. For the purpose of sub-paragraph 10 d 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 that 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."

.....Contd.p.5/-

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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 minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

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

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

14. **Powers to grant exemption and to reduce minimum local content**: Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,

    a. reduce the minimum local content below the prescribed level;

    b. reduce the margin of purchase preference below 20% ;

    c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

    A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

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 of Industrial Policy and Promotion—Chairman
    Secretary, Commerce—Member
    Secretary, Ministry of Electronics and Information Technology—Member
    Joint Secretary (Public Procurement), Department of Expenditure—Member
    Joint Secretary (DIPP)—Member-Convenor

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

.....Contd.p.6/-

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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.

(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

(DECLARATION BY BIDDER REGARDING LOCAL CONTENT)

*To be submitted in Bidders' LETTER HEAD*

FORM - A

**To,**
**M/s Ramagundam Fertilizers & Chemicals Limited** (**RFCL**)

**SUB:**

**TENDER NO:**

**Dear Sir**

We, M/s_____ ***(Name of Bidder)*** furnishing below the information for claiming our eligibility for Purchase Preference to be accorded by the Owner in term of Order No. P-45021/2/2017-B.E-II dated 15.06.2017 of GOI, issued by DIPP of Ministry of Commerce and Industry to be read as per the latest revision:

(A) We confirm/certify that the item/s offered under this tender meet the minimum Local content requirement and the minimum Local Content (excluding GST) in the total quoted price(excluding GST) **is not less than _____% of the total quoted price(excluding GST)**.

(B) The **details of the location** at which the local value addition is made as follows:

| Sl. | Item Description | Details of the Location(s) where the local value addition is made |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

**Place:**
**Date:**

**[Signature of Authorized Signatory of Bidder]**
**Name:**
**Designation:**
**Seal:**

**Note:**

1) In case the total quoted price (excluding GST) **is less than Rs 10 crore**, the bidder is required to provide self-certification regarding their above certification.

2) In case the total quoted price (excluding GST) **is more than Rs 10 crore**, the bidder is 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 bidder other than companies) regarding their above certification.

BID SECURITY FORM

**(EARNEST MONEY DEPOSIT)**

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE NO.III ,7, INSTITUTIONAL AREA LODHI ROAD, NEW DELHI-110003 and Corporate Office at: 4th Floor, KRIBHCO Building, Sector-1, NOIDA- 201301 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____(HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____FOR_____HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____FOR _____ON PRODUCTION OF BANK GUARANTEE FOR RS._____(RUPEES _____ONLY).

1. WE_____BANK HERE INAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS._____(RUPEES_____ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____(RS_____ONLY).

3. WE _____BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____TO INCLUDE 6 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE

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TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED_____DAY OF_____20

CORPORATE SEAL OF BANK

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**BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT**

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ m ade this day of _____between_____ _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one par t and RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED, HAVING IT S REGISTERED OFFICE SCOPE COMPLEX, CORE NO.III ,7, INSTITUTIONAL AREA LODHI ROAD, NEW DELHI-110003 , India and Corporate Office at: 4th Floor, KRIBHCO Building, Sector-1, NOIDA- 201301 to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement No._____dated_____(hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS & CHEMICALS LTD (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ _____ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT for Rs._____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs_____at Owner's disposal and h ereby promises and shall be bound t o pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

   The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been obs erved or not shall be final and binding on t he BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of _____ months from the date of this Bank Guarantee No._____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

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3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

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## INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and c ivil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and c orruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and C ounterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below:

Sh. Jagdish Prasad Meena, I.A.S (Retd)
A-1/401, Bharat Apartments,
Plot 8, Sector 18A, Dwarka
New Delhi - 110078
# 8802334455
Email: meenajp@gmail.com

Sh. Ashok Kumar Garg, ITS (Retd)
E-13, Sector-55
NOIDA – 201301
# 9868211000
Email: akgarg1654@gmail.com

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## Integrity Pact

**(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)**

Ramagundam Fertilizers and C hemicals Limited (RFCL) 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 for

_____

(Bid Document No./RFQ No.:……)

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder.

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 principles mentioned above.

**Section 1 – Commitments of the Principal**.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Principal, personally or through family members, will in connection with the tender 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 personal 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 w ill not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the 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 s ubstantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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**Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself 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 persons 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 advantage 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 IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents 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) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

   e. 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 offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from tender process and exclusion from future contract**

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 credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

**Section 4 : Compensation for Damages**

1. If the Principal has disqualified the Bidder(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.

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2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

**Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.**

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**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 bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.

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. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

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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 Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or 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 Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.

8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL 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.

9. The word “Monitor” word 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 Bidder 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 Chairman & Managing Director of RFCL.

**Section 10 : Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place: New Delhi
Date: _____

Witness 1 :----------
(Name & Address)

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---
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Witness 1 : _____
(Name & Address)

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Witness 2 :_____

(Name & Address)

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Witness 2 : _____

(Name & Address)

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**((Affidavit On Non Judicial Stamp For Meeting the BQC mentioned in Section 1.1 of Instruction to Bidder (ITB))**

**(To Be Stamped In Accordance With The Stamp Act**
**To Be Notarized By A Notary Public)**

Affidavit of Shri _____S/o _____Aged about _____R/o_____

I, the above named deponent, do hereby solemnly affirm and declare in terms of requirement of Section 1.1 of Instruction to Bidder as under: -

1. That I am working as _____(Designation) in _____ (Name and address of the bidder) since_____ .

2. That I am duly authorized by _____ (name of the bidder) to submit this affidavit on its behalf.

3. That Bidder is submitting a bid vide our Proposal No.....dated……..in response to RFCL's/PDIL's NIT Ref. No._____ dt._____ for ……(name of work)

4. That Bidder has not been blacklisted / debarred/ by Indian Government / Indian Government **Board / Indian Government Corporation / Indian Government Company / Indian Statutory Body / Indian PSU company** at the time of submitting bid.

5. That the documents furnished by the Bidder are true including the contents thereof.

6. That if at any point of time the declaration given above are found to be incorrect, RFCL shall have the full right to reject the bid / terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

7. **DEPONENT** Verification:

Verified at _____on _____day of_____20 that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant has been concealed therefrom.

DEPONENT
(Bidder)


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

THIS CONTRACT made at NEW DELHI this …….. day of 20__ BETWEEN RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) registered in India under the Indian Companies Act-1956, having its registered office at Scope Complex, Core No.III ,7, Institutional Area Lodhi Road, New Delhi-110003 And Corporate Office At: 4th Floor, Kribhco Building, Sector-1, Noida-201301 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND_____, a Company registered in India under the Indian Companies Act 1913/1956 having its registered office at _____ (hereinafter referred to as the "CONTRACTOR") of the other part:

**WHEREAS** the OWNER issued Tender No._____ for selection of LSTK Contractor establishment of ZERO LIQUID DISCHARGE UNIT AT RFCL, RAMAGUNDAM along with associated facilities at RFCL, Thal on a Lump-Sum Turnkey Basis on single point responsibility.

**AND WHEREAS** the Contract with respect to the said Tender has been awarded to the CONTRACTOR, pursuant whereto, the CONTRACTOR has to make supplies of materials and to execute works and to undertake services with the use of the said material as more specifically mentioned and described in the Contract Documents as hereinafter defined.

**AND WHEREAS** it is desirable to have a formal Document setting out the documents which comprise the Contract and determining certain other aspects as hereinafter appearing.

**NOW, THEREFORE, THIS CONTRACT WITNESSETH as follows:**

## ARTICLE 1

## CONTRACT DOCUMENTS

1.1 The Contract Document shall comprise the following:

a) Contract Agreement and its Appendices
b) Letter of Intent (LOI)
c) Special Conditions of Contract and amended/ clarification, if any.
d) General Conditions of Contract and amended/ clarification, if any.
e) Part II, Technical, of the NIT documents and amended/ clarification, if any.
f) Technical Specifications and Drawings and amended/ clarification, if any.
g) The Bid and Schedule of Prices including Supplementary Price, if any.
h) Integrity Pact (IP) signed between the Owner and the Bidder/Contractor
i) Instruction to Bidders

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the Detailed Letter of Acceptance of Tender alongwith Annexures thereto and a c opy of Notification of Acceptance of Bid dated…….are annexed hereto & said copies have been c ollectively marked as Annexure-'B'.


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## ARTICLE 2

## SERVICES, SUPPLIES AND WORK

2.1 The CONTRACTOR shall make the Supplies specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract Documents.

2.2 The CONTRACTOR shall undertake the works and perform the services specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract documents.

## ARTICLE 3

## PRICE AND COMPENSATION

3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR, the price for the said supplies and Compensation for the said works and services as specified in respect to each in the Contract Documents upon the satisfactory completion of the said supplies and satisfactory performance of the services and/or otherwise as may be specified in this behalf in the Contract Documents.

## ARTICLE 4

## JURISDICTION & GOVERNING LAW

4.1 Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract or any award arising therefrom, shall lie only in the Court of competent civil jurisdiction in this behalf at New Delhi (where this Contract has been signed on behalf of OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

4.2 The Contract shall be governed in all aspects by the law of the Republic of India, without application of the doctrine of Renvoi.

## ARTICLE 5

## ENTIRE CONTRACT

5.1 The Contract Documents mentioned in Article-1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings are hereby cancelled.


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## ARTICLE 6

## NOTICES

6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the OWNER notwithstanding any enabling provisions under any law to the contrary, only if delivered by hand or by Courier to the Project Manager as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the CONTRACT, shall be deemed to have been sufficiently served if delivered by hand or through Courier to the principal office of the CONTRACTOR at _____ or other address for service subsequently notified by CONTRACTOR to the OWNER in this behalf in writing.

## ARTICLE 7

## WAIVER

7.0 Unless stipulated to the contrary in the CONTRACT, no failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

## ARTICLE 8

## NON-ASSIGNABILITY

8.0 The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

## ARTICLE 9

## LANGUAGE OF CONTRACT AND COMMUNICATION

9.0 The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.


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## ARTICLE 10

## GOVERNMENT OF INDIA NOT LIABLE

10.0 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agr eed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the OWNER is an independent enter into contracts, solely in its behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India on any matter, claim, cause of action or thing whatsoever arising out of or under this Contract.

## ARTICLE 11

## NO LIABILITY ON DIRECTOR AND EMPLOYEE

11.0 No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, or omitted to be done.

**IN** WITNESS **WHEREOF THE PARTIES** hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED

FOR & ON BEHALF OF

RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL),

BY_____

SIGNED & DELIVERED

FOR AND ON BEHALF OF

(CONTRACTOR)

BY_____

(THIS DAY OF _____ 20…___)


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IN THE PRESENCE OF:

1.(Name & Signature)

2. .(Name & Signature)

IN THE PRESENCE OF :

1. .(Name & Signature)

2. .(Name & Signature)


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# ANNEXURE - 1.17

## DULY FILLED, SIGNED AND STAMPED ANNEXURE(S) AS PER SCC


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ANNEX.-1.18

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCT IN GOVERNMENT PROCUREMENT

रजिस्ट्री सं० डी० एल०-33004/99 REGD. NO. D. L.-33004/99

# भारत का राजपत्र
# The Gazette of India

असाधारण
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## 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. भूमिका**

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 पुन: 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 हैं।

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 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 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 अध्यधीन 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 करेंगी।

**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 वरीयता 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 पुन: 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 पुन: 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 औसत/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 वी सी के अनुदेशों के अनुसार मानक खरीद संबंधी प्रक्रियाओं का पालन करेंगी। 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 करेंगे।

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 अध्यधीन 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 भारित 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*

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

**पूंजीगत माल के लिए**

*% घरेलू मूल्यवर्धन*

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

**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 सत्यतता की जांच करे। इसकी सत्यतता 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 सुपष्टीकरण 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 प्रमाणिकता 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 अध्यधीन) 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 रोल्ड, 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 रोल्ड (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 कोड किया हुआ | 7212 | 35% |
| 6 | लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड | 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 रोल्ड, 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 रोड्स | 7215 | 35% |
| 9 | लौह अथवा गैर एलॉय इस्पात का एंगल, शेप 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 इस्पात का फ्लेट रोल्ड इस्पात | 7219 | 50% |
| 12 | 600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल्ड इस्पात | 7220 | 50% |
| 13 | स्टेनलैस स्टील का अन्य बार्स और रोड्स; स्टेनलैस स्टील का एंगल शेप 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% |

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| 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, रिवेट 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, रिवेट 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 ऐंठा 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 ऐंठा हुआ क्वाइल में बार्स और रोड, हॉट रोल्ड | 7227 | 15% |
| 26 | अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रील बार्स और रोड्स | 7228 | 35% |
| 27 | लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स | 7301 | 15% |
| 28 | स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड 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, 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 | 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 स्टेंडिड 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; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर | 7313 | 15% |
| 34 | लौह अथवा इस्पात तार का ड्रील, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु | 7314 | 15% |

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| 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 लीव्स | 7320 | 15% |
| 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 | 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 पार्ट्स | 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 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।*

**परिशिष्ट ख**

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

| क्र. सं. | संयंत्र शॉप | पूंजीगत माल | न्यूनतम घरेलू मूल्यवर्धन आवश्यकता |
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| 1 | कच्चा माल संभाल प्रणाली | चूर्ण की हुई सामग्री के लिए एप्रोन फीडर, बेरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टेंकर 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 ऐयर कंडीशनिंग, फ्यूड कप्लिंग, 4 लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लोंकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्र्सस, पाइप कंवेयर प्रणाली, प्लग/पाडेल फीडर, न्यूमेटिक हुलाई – घना एवं लिन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/फ्लेड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिप्पलर्स, ट्रांसफर कार, टॉग्स (स्पेशल), बाइब्रेशन, आइसोलेशन प्रणाली (स्परिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर | 50% |
| 2 | मिनिरल बेनिफेक्शन (लौह अयस्क और कोयला) उपकरण | इंडस्ट्रीयल क्रशर्स, ग्राइनडिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स | 50% |

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| 3 | कॉक अवेन | कोक ओवन<br>सिलिका रिफेक्टरी, एन्करेज सिस्टम, ब्रंच नरइन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, वाल बॉक्स, ए पी लिड, चार्जिंग और इंस्पेक्शन होल लिड एंड फ्रेम रिवर्सिंग मेकेनिजम, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्किप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/रिवर्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन | 50% |
| 4 | उप-उत्पाद संयंत्र | प्राथमिक गैस कूलर, इलेक्टोस्टेटिक तार प्रेसिपिटेटर, H2S, NH3 और नप्थलिन स्क्रूबर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिकर पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिकेंटर्स | 50% |
| 5 | सिंटर संयंत्र उपकरण | पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट ऐसेम्बली कर्ब्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और ग्रिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, सिन्टर मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर | 50% |
| 6 | पेलेट संयंत्र उपकरण | पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट ऐसेम्बली कब्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, इनडूरेटिंग मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन | 50% |
| 7 | ब्लास्ट फरनेस उपकरण | ब्लेडर वाल 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 वाल सहित टॉप रिकवरी ट्रबाइन सिस्टम, डि-ब्रिकिंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइनडिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक एसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एब्व ब्रर्डन 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, ट्रबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेशर, सील गैस कम्प्रेशर एवं बोटम सील गैस कम्प्रेशर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO2 रिमूवल प्लांट | 50% |
| 9 | बेसिक ऑक्सीजन फर्नेस उपकरण | मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर बेसेल, ट्रनिअन रिंग एंड सस्पेशन 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 वाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात 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, सूलेग पोट, स्लग पोट ट्रांसफर कार, स्क्रेप 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 बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी डस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टेंड, स्टेंड कूलिंग स्टेक इंस्पेक्शन उपकरण, हूड ट्रेवर्स केरेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिशेन सिस्टम, स्क्रबिंग टोवर सेल – वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल | 50% |

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| | | प्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, बेग 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 रेगूलेशन प्रणाली, , हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल I एंड II आटोमेशन सिस्टम के पार्टस। एल एफ – वाटर कूल्ड लेडल रूफ, इलेक्ट्रोड मास्ट एंड आमर्स, इलेक्ट्रोड रेगूलेटिंग सिस्टम, वायर फिडिंग सिस्टम, बोटम इनइरट गैस स्टिरिंग वाल सिस्टम पोरूस प्लग और टॉप लांस के लिए, इमरजेंसी लांसतंत्र, ड्राइव यूनिट के साथ लांस केरेजि सिस्टम, स्वचालित तापक्रम, सेम्पिलिंग और बाथ लेबल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्मजन लांस, ड्राइव यूनिट के साथ लांस केरेज सिस्टम, हाइड्रोलिक सिस्टम, रिफैक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, वेक्यूम वेसेल, वेसेल लिफिटिंग 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 लिफटिंग सिलेंडर, लूब्रिकेशन प्रणाली, सक्शन हूड, डम्पर, वाइब्रो फीडर, वेडंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिंलिंग स्टेड, क्रेन, होइस्ट, तापमान और सेम्पलिंग टिप्स, लेडल स्टेंड, ई एस पी, डिडक्टिंग हूड, रिफेक्ट्री, बेग फिल्टर, क्रेन 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 क्विक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्रावल एंड स्ट्रेघटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेबरर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफेक्ट्रीज, स्ट्रेंड गन्डे सेग्मेंट, टनडिश, लाडले कवर, रोलर टेबल एंड आक्सीलिरीज, माल्ड एंड सेग्मेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर सिस्टम | 50% |
| 12 | फ्लेट प्रोडक्ट मिल | लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, इंड स्पिंडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाडलर/टेनशन रिल/अनक्वाइलर, ए जी सी सिलंडर, शेयर्स, लेवेलेर्स, लाजेर वेल्डर, पेकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, गियर बॉक्स, मिल मोटर्स | 50% |
| 13 | लॉंग प्रोडक्ट मिल | 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 बियरिंग, आयल फिल्म बियरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर | 50% |

** परिशिष्ट ख में मदें निर्माण करने वाले इस्पात के लिए पूंजीगत सामानों की एक सांकेतिक सूची है, यह सूची विस्तृत नहीं है। इस्पात 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/पूंजीगत 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 होउंगा।

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 हूं।

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 सत्यतता के लिए जिम्मेदार हूं।

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 वरीयता 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 हूं 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 रिकॉर्ड में निम्नलिखित सूचना रखने के लिए सहमत हूं 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**

$$\%\ Domestic\ value\ addition$$

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

**For Capital Goods**

$$\%\ Domestic\ value\ addition$$

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

**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 1** 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,hirate thickeners, filters, hydroclones | 50% |
| 3 | Coke oven | Coke Oven<br>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,H2S, NH3 & Naphthalene Scrubber, Combi Stripper,<br>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,<br>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 stave coolers, Copper stave 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 distributer, 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, CO2 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 / O2 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 nipiling stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting 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.>**

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and Published by the Controller of Publications, Delhi-110054.

MANOJ KUMAR VERMA Digitally signed by MANOJ KUMAR VERMA Date: 2019.05.30 21:55:30 +05'30'

Annexure-1

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

# भारत का राजपत्र
# The Gazette of India

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असाधारण
EXTRAORDINARY

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

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## 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 एतद्द्वारा प्रकाशित किया जाता है:

**"सं. S-13026/1/-2020-आईडीडी**

**इस्पात मंत्रालय**

**आईडी प्रभाग**

**उद्योग भवन,**

**नई दिल्ली 31 दिसंबर, 2020**

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

सरकारी खरीदमें स्वदेशी निर्मित लौहा 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 अधियाचन इस अधिसूचना के जारी होने से पूर्व जारी हुआ है।

**I – संशोधन:तालिका 1**

| क्रम सं. | डीएमआईएंडएसपी परिशोधित 2019 ,में मौजूदा खंड | डीएमआईएंडएसपी परिशोधित 2019 ,में संशोधित खंड |
|---|---|---|
| 1 | **खंड 1.3:**<br>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 पुन: 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। | **खंड 1.3:**<br>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/ अंशत: वित्तपोषित किया जाता है।<br>हालांकि, यह नीति वाणिज्यिक पुन: 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 | **खंड 2.13:**<br>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। | **खंड 2.13:**<br>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 छोडकर)- 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। |

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| 3 | **खंड 5.1.5**<br>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। | **खंड 5.1.5**<br>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/ अंशत: वित्तपोषित किया जाता है |
| 4 | **खंड 5.1.6**<br>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। | **खंड 5.1.6**<br>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। |
| 5 | **खंड 7.2**<br>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजककीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात केरूप 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। | **खंड 7.2**<br>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 छोडकर)- 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)। |
| 6 | **खंड 7.3**<br>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।<br><br>**लौह एवं इस्पात उत्पादों के लिए**<br>**% घरेलू मूल्यवर्धन**<br><br>अंतिम उत्पाद की निवल बिक्री कीमत- संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत----------X100% | **खंड 7.3**<br>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।<br>**लौह एवं इस्पात उत्पादों तथा पूंजीगत माल के लिए**<br>**% घरेलू मूल्यवर्धन**<br><br>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% |

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| | अंतिम उत्पाद की निवल ब्रिकी कीमत<br>**पूंजीगत माल के लिए**<br>**% घरेलू मूल्यवर्धन**<br>अंतिम उत्पाद की निवल ब्रिकी कीमत- संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत----------X 100%<br>अंतिम उत्पाद की निवल ब्रिकी कीमत | खरीदी/बेची जाने वाली वस्तु का कुल मूल्य |

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 |
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| 1 | **खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:**<br>खण्ड 5.1.13: लोहे और इस्पात उत्पादों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईऔर एसपीनीति 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 पूंजीगत सामानों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी, |
| 2 | खंड6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:<br>**खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:**<br>**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।<br>**6.9.2** क्रय इकाइयाँ यह देखने का प्रयास करेंगी कि पात्रता की शर्तें, 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।<br>**6.9.3** क्रय इकाइयाँ, 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।<br>**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।<br>**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) उसकीशेयरधारिता या इकाई काप्रभावी 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। |

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| 3 | खंड 6.10 कोखंड 6.9 के नीचे निम्नवत जोड़ा जाता है:<br><br>**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। तत्पश्चात, 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। |

**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 |
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| 1 | 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल्ड, 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 रोल्ड (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 कोड किया हुआ | 7212 | 35% |
| 6 | लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड | 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 रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सटूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित | 7214 | 35% |
| 8 | लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रोड्स | 7215 | 35% |
| 9 | लौह अथवा गैर एलॉय इस्पात का एंगल, शेप 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 रोल्ड इस्पात | 7219 | 50% |
| 12 | 600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल्ड इस्पात | 7220 | 50% |
| 13 | स्टेनलैस स्टील का अन्य बार्स और रोड्स; स्टेनलैस स्टील का एंगल शेप 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% |

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| 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, रिवेट 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 लिएओपन सीन अथवावेल्ड किया हुआ, रिवेट 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 ऐंठा 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 ऐंठा 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 ड्रील बार्स और रोड्स | 7228 | 35% |
| 27 | लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स | 7301 | 20% |
| 28 | स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड 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 | अधिकतक 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% |

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| 32 | लौह अथवा इस्पात का स्टेंडिड 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 उसकेपार्टस | 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 | **Clause 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. | **Clause 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. 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. 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 | **Clause 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. | **Clause 2.13:** 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. 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 | **Clause 5.1.5**<br>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. | **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. 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. |
| 4 | **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. | **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. |
| 5 | **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. | **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. |
| 6 | **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.<br>**For iron and steel products**<br>**% domestic value addition**<br>*Net selling price of final product - landed cost of imported iron or steel at the plant*<br>---------- *X 100 %*<br>*Net selling price of final product*<br>**For capital goods**<br>**% domestic value addition**<br>*Net selling price of final product - landed cost of imported iron or steel at the plant*<br>---------- *X 100 %*<br>*Net selling price of final product* | **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.<br>**For iron and steel products& capital goods**<br>**% domestic value addition**<br>*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)*<br>---------- *X 100 %*<br>*Total value of the item to be procured / sold* |

**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 | Clause 5.1.13 is inserted below Clause 5.1.12 as:<br>**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. |
| 2 | Clause 6.9 is inserted below Clause 6.8 as:<br>**Clause 6.9: Specifications in Tenders and other procurement solicitations:**<br>**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.<br>**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.<br>**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.<br>**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.<br>**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. |
| 3 | Clause 6.10 is inserted below Clause 6.9 as:<br>**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. |

**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<br>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.

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## Item Rate BoQ

**Tender Inviting Authority: RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL)**

**Name of Work: IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT**

**NIT No: PNMM/PC211/E/001**

**KINDLY DO NOT INDICATE ANY PRICE RELATED INFORMATION HERE**

| | |
|---|---|
| **Name of the Bidder/ Bidding Firm / Company :** | |

**SP-0 (PRICE SCHEDULE) - UNPRICED**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER # | TEXT # |
|---|---|---|---|---|---|---|
| Sl. No. | Item Description | Quantity | Units | BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" | TOTAL AMOUNT Without Taxes in Rs. P | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 13 | 53 | 55 |
| 1.01 | PROJECT MANAGEMENT; BASIC DESIGN ENGINEERING & DETAILED ENGINEERING; DISMANTLING; PROCUREMENT; FABRICATION; INSPECTION BY THIRD PARTY INSPECTION AGENCY (TPI) AS APPLICABLE; SUPPLY; SUPPLY OF ALL SPARES AND CONSUMABLES; SUPPLY OF CHEMICALS (INCLUDING PROPRIETARY CHEMICALS, IF ANY); INSURANCE; OBTAINING ALL NECESSARY STATUTORY APPROVALS; TRANSPORTATION OF ALL EQUIPMENT / MATERIALS TO WORK SITE & STORAGE AT SITE INCLUDING LOADING & UNLOADING; ASSEMBLY, ERECTION & INSTALLATION; CONSTRUCTION AND ERECTION OF ALL CIVIL & STRUCTURAL, MECHANICAL, ELECTRICAL, INSTRUMENTATION & PIPING WORKS (INCLUDING TIE-IN POINTS); ACID/ALKALI RESISTANT PROOF TILING; PAINTING, TESTING; MECHANICAL COMPLETION, PRE-COMMISSIONING, TRIAL RUN FOR 30 DAYS BEFORE COMMISSIONING; COMMISSIONING; TRAINING OF RFCL PERSONNEL & PERFORMANCE GUARANTEE TEST RUN (PGTR) FOR 72 HOURS; HANDING OVER OF **ZERO LIQUID DISCHARGE UNIT** AND FACILITIES UNDER CONTRACTOR'S SCOPE OF WORK DULY COMPLETED ON SINGLE POINT RESPONSIBILITY BASIS AS PER VARIOUS SECTIONS OF NIT DOCUMENTS | 1 | LS | | **0.00** | INR Zero Only |
| 1.02 | Three (3) Year Operation and Maintenance services as per the scope defined in NIT Documents. | 1 | LS | | **0.00** | INR Zero Only |
| 1.03 | Five (5) Years Comprehensive Post Warranty Annual Maintenance Contract (PWAMC) for Control System as per NIT documents. The Price of 1st , 2nd & 3rd Year of PWAMC shall be included in the Price of three year O&M services at Sr.No. 1.02 above. | 1 | LS | | **0.00** | INR Zero Only |
| 1.04 | Rate of Extended stay compensation per Month (applicable beyond Time schedule & grace period mentioned in NIT) in case of delays not attributable to Contractor | 1 | LS | | **0.00** | INR Zero Only |
| **Total in Figures** | | | | | **0.00** | INR Zero Only |
| **Quoted Rate in Words** | | **INR Zero Only** | | | | |

| | |
|---|---|
| Tender Inviting Authority: | RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) |
| Name of Work: | IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT |
| NIT No.: | PNMM/PC211/E/001 |
| **KINDLY DO NOT INDICATE ANY PRICE RELATED INFORMATION HERE** | |
| Name of the Bidder/ Bidding Firm / Company : | |

**SP-1 (PART I) - UNPRICED**
**(BREAK-UP OF LUMPSUM PRICE - ZERO LIQUID DISCHARGE UNIT)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| SL. NO. | DESCRIPTION | UNIT | % OF CONTRACT PRICE (EXCLUDING GST) QUOTED AT SL.NO.1.01 IN SP-0 | BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" |
|---|---|---|---|---|
| 1 | DESIGN & ENGINEERING | LS | Maximum 3% | |
| 2 | PROCUREMENT & SUPPLY | LS | | |
| 3 | CONSTRUCTION WORKS | LS | | |
| 4 | PRE-COMMISSIONING, COMMISSIONING AND TRIAL RUN | LS | Fixed 5% | |
| 5 | PERFORMANCE AND GUARANTEE TEST RUN (PGTR) | LS | Fixed 2% | |
| 6 | CONTRACT PRICE **(EXCLUDING GST)** = (1+2+3+4+5) | **LS** | | **0.00** |

| | |
|---|---|
| Tender Inviting Authority: | RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) |
| Name of Work: | IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT |
| NIT No.: | PNMM/PC211/E/001 |
| KINDLY DO NOT INDICATE ANY PRICE RELATED INFORMATION HERE | |
| Name of the Bidder/ Bidding Firm / Company : | |

**SP-1 (PART II) - UNPRICED**

**(BREAK-UP OF LUMPSUM PRICE -THREE (3) YEARS OPERATION AND MAINTENANCE SERVICES)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| SL. NO. | DESCRIPTION | UNIT | BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" |
|---|---|---|---|
| 1.1 | Comprehensive Charges for Operation and Maintenance services for **first** year | LS | |
| 1.2 | Comprehensive Charges for Operation and Maintenance services for **second** year | LS | |
| 1.3 | Comprehensive Charges for Operation and Maintenance services for **third** year | LS | |
| 1.4 | **Total Comprehensive Charges for Three (3) Year Operation and Maintenance services (EXCLUDING GST) = 1.1 + 1.2 + 1.3** | **LS** | **0.00** |

| | |
|---|---|
| Tender Inviting Authority: | RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) |
| Name of Work: | IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT |
| NIT No.: | PNMM/PC211/E/001 |
| KINDLY DO NOT INDICATE ANY PRICE RELATED INFORMATION HERE | |
| Name of the Bidder/ Bidding Firm / Company : | |

**SP-1 (PART III) - UNPRICED**

**(BREAK-UP OF LUMPSUM PRICE -FIVE (5) YEARS COMPREHENSIVE PWAMC FOR CONTROL SYSTEM)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| SL. NO. | DESCRIPTION | UNIT | BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" |
|---|---|---|---|
| 1.1 | Charges for First (1st) Year of Comprehensive PWAMC for Control System | LS | Included in price for 3 year O&M services |
| 1.2 | Charges for Second (2nd) Year of Comprehensive PWAMC for Control System | LS | Included in price for 3 year O&M services |
| 1.3 | Charges for Third (3rd) Year of Comprehensive PWAMC for Control System | LS | Included in price for 3 year O&M services |
| 1.4 | Charges for Fourth (4th) Year of Comprehensive PWAMC for Control System | LS | |
| 1.5 | Charges for Fifth (5th) Year of Comprehensive PWAMC for Control System | LS | |
| 1.6 | **Total Charges for Five (5) Years of PWAMC for Control System (EXCLUDING GST) = 1.4+1.5** | **LS** | **0.00** |

| | |
|---|---|
| Tender Inviting Authority: | RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) |
| Name of Work: | IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT |
| NIT No.: | PNMM/PC211/E/001 |
| **KINDLY DO NOT INDICATE ANY PRICE RELATED INFORMATION HERE** | |
| Name of the Bidder/ Bidding Firm / Company : | |

**SP-2 (DETAILS OF GST) - UNPRICED**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| SL. NO. | DESCRIPTION | UNIT | BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" |
|---|---|---|---|
| 1 | GST APPLICABLE ON LUMPSUM PRICE QUOTED AT SL.NO.**1.01** IN SP-0 | LS | |
| 2 | GST APPLICABLE ON LUMPSUM PRICE QUOTED AT SL.NO.**1.02** IN SP-0 | LS | |
| 3 | GST APPLICABLE ON LUMPSUM PRICE QUOTED AT SL.NO.**1.03** IN SP-0 | LS | |
| 4 | GST APPLICABLE ON **LUMPSUM PRICE QUOTED AT SL.NO.1.01, 1.02 & 1.03 IN SP-0**= (1+2+3) | **LS** | **0.00** |

| | |
|---|---|
| Tender Inviting | RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) |
| Name of Work: | IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT |
| NIT No.: | PNMM/PC211/E/001 |
| KINDLY DO NOT INDICATE ANY PRICE RELATED INFORMATION HERE | |
| Name of the Bidder/ Bidding Firm / Company : | |

**SP-3 (GUARANTEED CONSUMPTION FIGURES) - UNPRICED**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

| Sl. No. | Item Description | Unit Price (Rs) | Unit | Consumption per day (24 hrs) for required capacity as per Specification<br><br>BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" |
|---|---|---|---|---|
| 1 | Bidder shall furnish the following with reference to the Part-II-Technical | | | |
| 2 | ITEM DESCRIPTION | | | |
| 2.01 | Hypo Solution , 10 % kg | 26 | Kg | |
| 2.02 | PAC( Poly aluminum chloride) Dosing, 100%, Kg | 19.53 | Kg | |
| 2.03 | FeCL3, 40%Kg | 7 | Kg | |
| 2.04 | Slaked lime Dosing, 90% kg | 9.44 | Kg | |
| 2.05 | Dolomite Dosing 60%,Kg | 3.6 | Kg | |
| 2.06 | Anti scalant 100% kg | 60 | Kg | |
| 2.07 | SMBS as 40 % kg | 65 | Kg | |
| 2.08 | HCl as 100% kg | 0.1 | Kg | |
| 2.09 | NaOH as 100% kg | 45.45 | Kg | |
| 2.10 | Polyelectrolyte, as 100%kg | 207 | Kg | |
| 2.11 | Citric Acid as 100%Kg | 80 | Kg | |
| 2.12 | Oxalic Acid as 100% Kg | 70 | Kg | |
| 2.13 | Nitric Acid as 100% Kg | 80 | Kg | |
| 2.14 | Soda Ash as 100%Kg | 40 | Kg | |
| 2.15 | Power, kWh | 15 | kWH | |

| | |
|---|---|
| Tender Inviting Authority: | RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) |
| Name of Work: | IMPLEMENTATION OF ZERO LIQUID DISCHARGE (ZLD) UNIT AT RFCL, RAMAGUNDAM PLANT |
| NIT No.: | PNMM/PC211/E/001 |

KINDLY DO NOT INDICATE ANY PRICE RELATED INFORMATION HERE

| | |
|---|---|
| Bidder Name : | |

SP-4 [TWO (2) YEARS O&M SPARES (FOR INVENTORY PURPOSE ONLY)] - UNPRICED

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| Sl. No. | Item Description | Units | Quantity | Quoted Currency | Unit Price (FOR Ramagundam Site) BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" | Total Price (FOR Ramagundam Site) BIDDER TO INDICATE "QUOTED" OR "NOT APPLICABLE" |
|---|---|---|---|---|---|---|
| 1 | | | | INR | | |
| 2 | | | | INR | | |
| 3 | | | | INR | | |
| 4 | | | | INR | | |
| 5 | | | | INR | | |
| 6 | | | | INR | | |
| 7 | | | | INR | | |
| 8 | | | | INR | | |
| 9 | | | | INR | | |
| 10 | | | | INR | | |
| 11 | | | | INR | | |
| 12 | | | | INR | | |
| 13 | | | | INR | | |
| 14 | | | | INR | | |
| 15 | | | | INR | | |
| 16 | | | | INR | | |
| 17 | | | | INR | | |
| 18 | | | | INR | | |
| 19 | | | | INR | | |
| 20 | | | | INR | | |