

Item Rate BoQ

Contract No: PE/PG/KAG/E-7097/2022 dated 28/10/2022

Name of the Bidder/ Bidding Firm / Company :	
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A. Notes for Main supply :

- e) Notes for Mandatory Spare :**

- Bidder shall furnish this price Schedule indicating "Quoted" against each item along with his technical offer and actual prices in his price offer.**

[illegible]

[illegible]

Item Rate BoQ

Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida

Name of Work: Misc. Pumps - Horizontal for 2X500 MW SIPAT STPS, STAGE-II (FGD Pkg.)

Contract No: PE/PG/KAG/E-7097/2022 dated 28/10/2022

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE
(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)

A. Notes for Main supply :

a) Service charges at SI.no 2.10 shall include to/fro travel expenses, medical and insurance.
b) Service Charges at SI.no 2.1.2. shall include boarding/lodging, local conveyance or any other applicable charge for completion of site services. No. of mandays at site defined at SI.no. 2.1.2 below shall be calculated on the basis of presence at site (travelling time/days is excluded).
c) Payment for SI. No. 2.00 shall be done based on actual consumed site visits and mandays.
d) Price of commissioning & erection spares, special Tools & tackle and other accessories not listed above shall be included in the price of pump & shall be supplied with the pump.
d) For items stated as not applicable by bidder, shall have to be supplied without any cost implication to BHEL. In the event they are found to be applicable during detail engineering stage.

e) Notes for Mandatory Spare :

1. One(1) set consists of quantity required for complete replacement for one(1) Pump of each type/size. Also the 'set' would include all components/hardware required to replace the item.
2. In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities as specified in the Technical specification/NIT.

Bidder shall furnish this price Schedule indicating "Quoted" against each item along with his technical offer and actual price in his price offer.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Order Quantity	Units	HSN/SAC CODE	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Total Ex-works Price Rs.	Freight rate in % of E-works Price	Freight Amount,as applicable in Rs	GST rate in %	GST amount in Rs.	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	7	12	13	14	16	17	50	51	53	54	55
1.0	(1) MAIN SUPPLY-													
1.01	Total Price for design, manufacture, assembly, inspection and testing at manufacturer's and/or his sub-contractors works, painting, proper packing to avoid damage of items during transportation & storage at site of Miscellaneous Pumps (along with Motors & mandatory spares as applicable), transportation to site, complete with all other accessories as per the requirements specified in the specification, site services including installation checks of pump motor set & supervision of replacement of gland packing with Mechanical Seal arrangement (as applicable) at site, PG Test at site and any other services, etc. as per specification PE-TS-466/481/491-100-N001, REV-00 for Misc. Pumps Horizontal of 2X500 MW SIPAT STPS, STAGE-II (FGD Pkg.)													
1.10	Pumps and Motor (Horizontal Pumps):													
1.11	ECW (DMCW) PUMPS													
1.12	Pump price	3	NOS	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
1.13	Motor price	3	NOS	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
1.20	ACW PUMPS													
1.21	Pump price	4	NOS	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
1.22	Motor price	4	NOS	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
2.00	Installation Check (For all Pumps) & Supervision for replacement of Gland packing with Mechanical Seal (For ECW (DMCW) Pumps) at Site as per Specification													
2.10	Site Visit Charges	4	Nos. of Visits	998335	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
2.20	Manday Charges at Site	15	Nos. of Mandays	998335	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
3.00	Lumpsum cost for PG Test of pumps at site as per Specification	1	LOT	998335	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
4.00	MANDATORY SPARES PRICES-PUMPS (HORIZONTAL PUMPS)													
4.10	ECW (DMCW) PUMPS													
4.11	Impeller with nuts & other accessories	1	Set	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
4.12	Wearing rings (Impeller & Casing ; as applicable)	2	Sets	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
4.13	Shaft	1	Set	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
4.14	Shaft Sleeves	2	Sets	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
4.15	Pump & Drive Coupling, bushes, pins with all fasteners	1	Set	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only
4.16	Pump bearings	1	Set	8413	INR		0.00		0.00	0.00	0.00	0.00	0.00	INR Zero Only

4.17	Mechanical Seal	1	Set	8413	INR		0.00		0.00		0.00		0.00	INR Zero Only
4.20	ACW PUMPS													
4.21	Impeller with nuts & other accessories	1	Set	8413	INR		0.00		0.00		0.00		0.00	INR Zero Only
4.22	Wearing rings (Impeller & Casing ; as applicable)	2	Sets	8413	INR		0.00		0.00		0.00		0.00	INR Zero Only
4.23	Shaft	1	Set	8413	INR		0.00		0.00		0.00		0.00	INR Zero Only
4.24	Shaft Sleeves	2	Sets	8413	INR				0.00		0.00		0.00	INR Zero Only
4.25	Pump & Drive Coupling, bushes, pins with all fasteners	1	Set	8413	INR		0.00		0.00		0.00		0.00	INR Zero Only
4.26	Pump bearings	1	Set	8413	INR		0.00		0.00		0.00		0.00	INR Zero Only
Total In Figures												0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only												

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Item Rate BoQ

Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida

Name of Work: Misc. Pumps - Horizontal for 4 X 210 MW+3 X 500 MW NTPC KAHALGAON STG I & II (FGD Pkg.)

Contract No: PE/PG/KAG/E-7097/2022 dated 28/10/2022

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE

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A. Notes for Main supply :

- a) Service charges at SL.no 2.10 shall include to/fro travel expenses, medical and insurance.
b) Service Charges at SL.no 2.1.2. shall include boarding/lodging, local conveyance or any other applicable charge for completion of site services. No. of mandays at site defined at SL.no. 2.1.2 below shall be calculated on the basis of presence at site (travelling time/days is excluded).
c) Payment for SL. No. 2.00 shall be done based on actual consumed site visits and mandays.
d) Price of commissioning & erection spares, special Tools & tackle and other accessories not listed above shall be included in the price of pump & shall be supplied with the pump.
d) For items stated as not applicable by bidder, shall have to be supplied without any cost implication to BHEL in the event they are found to be applicable during detail engineering stage.

e) Notes for Mandatory Spare :

1. One(1) set consists of quantity required for complete replacement for one(1) Pump of each type/size. Also the 'set' would include all components/hardware required to replace the item.
2. In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities as specified in the Technical specification/NIT.

Bidder shall furnish this price Schedule indicating "Quoted" against each item along with his technical offer and actual prices in his price offer.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Order Quantity	Units	HSN/SAC CODE	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Total Ex-works Price Rs.	Freight rate in % of E-works Price	Freight Amount, as applicable in Rs	GST rate in %	GST amount in Rs.	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	7	12	13	14	16	17	50	51	53	54	55
1.0	(1) MAIN SUPPLY:-													
1.01	Total Price for design, manufacture, assembly, inspection and testing at manufacturer's and/or his sub-contractors works, painting, proper packing to avoid damage of items during transportation & storage at site of Miscellaneous Pumps (along with Motors & mandatory spares as applicable), transportation to site, complete with all other accessories as per the requirements specified in the specification, site services including installation checks of pump motor set & supervision of replacement of gland packing with Mechanical Seal arrangement (as applicable) at site, PG Test at site and any other services, etc. as per specification PE-TS-466/481/491-100-N001, REV-00 for Misc. Pumps Horizontal of 4 X 210 MW+3 X 500 MW NTPC KAHALGAON STG I & II (FGD Pkg.)													
1.10	Pumps and Motor (Horizontal Pumps):													
1.11	ECW (DMCW) PUMPS (Stage-I)													
1.12	Pump price	3	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
1.13	Motor price	3	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
1.20	ACW PUMPS (Stage-I)													
1.21	Pump price	4	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
1.22	Motor price	4	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
1.30	ECW (DMCW) PUMPS (Stage-II)													
1.31	Pump price	4	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
1.32	Motor price	4	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
1.40	ACW PUMPS (Stage-II)													
1.41	Pump price	5	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
1.42	Motor price	5	NOS	8413	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
2.00	Installation Check (For all Pumps) & Supervision for replacement of Gland packing with Mechanical Seal (For ECW (DMCW) Pumps) at Site as per Specification													
2.10	Site Visit Charges	7	Nos. of Visits	998335	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
2.20	Manday Charges at Site	30	Nos. of Mandays	998335	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only
3.00	Lumpsum cost for PG Test of pumps at site as per Specification	1	LOT	998335	INR		0.00		0.00		0.00	0.00	0.00	INR Zero Only

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Item Wise BoQ

Tender Inviting Authority: Bharat heavy Electricals limited-Project Engineering Management, Noida

Name of Work : Misc. Pumps - Horizontal for 3X200 MW+3X500 MW +1X500MW KORBA-FGD, 2X500 MW SIPAT STPS, STAGE-II (FGD Pkg.) and 4 X 210 MW+3 X 500 MW NTPC KAHALGAON STG I & II (FGD Pkg.)

Contract No: PE/PG/KAG/E-7097/2022 dated 28/10/2022

Name of the Bidder/ Bidding Firm / Company :	
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ANNEXURE-II (COST OF WITHDRAWAL)

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

NOTES:

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned below and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of below format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule below along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of below format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in below and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

[illegible]

Letter head of Company

Ref.....

Date.....

MODEL CERTIFICATE

Reference: Tender Enquiry Ref-

Name of Package:

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

Yours very truly
.....(authorized signatory of company)
.....(firm name)
Company's Seal/stamp

***Strike off the text not applicable**

Letter head of Company (<Rs. 10 Cr value)

Ref.....

Date.....

To,

Bharat Heavy Electricals Limited PEM,

PPEI Building, Plot No 25, Sector -16A,

Noida (U.P)-201301

Subject: -Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items offered by us of(package name).....for.....(Project Name/Rate contract)..... meets the requirement of minimum local content in line with Cl. No..... of NIT No..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019 , 04.06.2020 &16.09.2020.

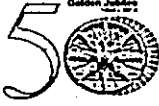
Local Content-%

We further confirms that details of location at which the local value addition is made will be our registered works at(address of the works)

Yours very truly

.....(authorized signatory of company)

.....(firm name)



PEM / PG-III, BHEL, Noida

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0

4x210MW & 3X500MW NTPC KAHALGAON STPS STG-I & II (FGD SYSTEM PACKAGE): Job No. 481

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.07 dated 10.01.2020, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

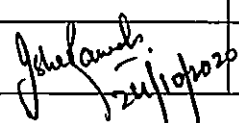
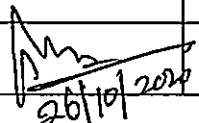
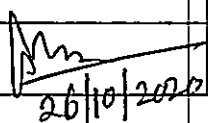
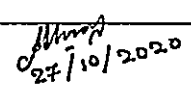
Sl No.	Title	Description
1.	Project Name	4x210MW & 3X500MW NTPC KAHALGAON STPS STG-I & II (FGD SYSTEM PACKAGE)
2.	Nature of project & Type of Bidding	Non-Mega, National Competitive Bidding
3.	Customer Order Ref No	CS-4200-109(4)-9-FC-COA-6916 CS-4200-109(4)-9-FC-COA-6917
4.	BHEL's Customer	NTPC
5.	NTPC site GSTIN	10AAACN0255D2ZC
6.	Customer Consultants	No consultant
7.	Consignee Address (BILL TO)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSER): The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214 BHEL PSER GSTIN No.- 10AAACB4146P1ZU
8.	Delivery Address (SHIP TO)	The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214
9.	BHEL Site Office Address	The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214
10.	Location of Plant	The plant is located in Bhagalpur district of Bihar, having latitude and longitude of 25degree 15"N and 87degree 15E respectively. Bhagalpur town is located at a distance of about 30 kms from the plant. Colgong (Kahalgaon) railway station on Patna Kolkatta broad (BG) section of Eastern Railway (NR) is 2 kms away. The nearest airport is located at Patna at a distance of approximately 250 km from the project site.
11.	Mode of Dispatch	For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis.
12.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL PSER BIHAR GSTIN No.- 10AAACB4146P1ZU
13.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No.

		(ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in PO.	
14.	Dispatch intimation	Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (address as mentioned at Sl. No. 9) BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM) BHEL PSER Kolkata (For PO Issued by BHEL PSER).	
15.	Document required for Vendor's payment.	For claiming the payment, documents as mentioned in GCC rev 07 shall be submitted by vendor to BHEL. Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev. 07. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished. Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.	
16.	Buyer and Paying Authority	For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSER. Kahalgaon FGD BHEL Site will be the paying Authority.	
17.	Demurrage charges	Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.	
18.	Unloading, Storage & Movement of material at site	a.) By BHEL site office for supply packages. (where only supply is in vendor's scope) b.) By vendors for Turnkey (where Supply and E&C is in vendor's scope) Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regards. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited	
19.	Concessional custom duty against Essentiality certificate (EC)	The project has been qualified through Project Import Route. Accordingly, the benefits applicable to PI project would be granted for this project. In this regard applicable documents such as EC (Essentiality Certificate) will be issued by NTPC (ultimate customer). Under this, concessional rate of custom duty shall be applicable on import contents of the supplier respectively. Based on the above EC custom duty benefits shall be passed onto the vendor. The bidder to indicate the import contents i.e. List of Items, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package, if any, at the time of NIT. The benefits availed in Concessional Custom Duty must be passed onto BHEL in their offer. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with Essentiality Certificate issued shall be in vendor's scope	
20.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 07)	
21.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Indian (Chennai) port basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSER for the orders placed by PSER.	
22.	Inspection Agency	Inspection of packages shall be carried out by agency as per below Inspection category of packages: 1) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA 2) Cat-II: Inspection shall be done by BHEL or BHEL TPIA only. 3) Cat-III: Certificate of Compliance shall be furnished by the Vendor. Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). For inspecting Agency for various	

Shafiq
24/10/2020

[Signature]

		items, vendor may refer to Quality Plan. Third party inspection agency, if any, shall be informed after award of contract.	
23.	Inspection procedure	<p><u>For Domestic supplies</u></p> <p>Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection report (CQIR).</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p>	
24.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish original MDCC to BHEL.</p> <p>For Cat- II & Cat-III items, MDCC shall be issued by BHEL, which shall be valid for the vendor payment. However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>	
25.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&M Manuals</u></p> <p>As per GCC rev.07/ Technical Specification/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Portable Hard Disk.</p>	

	Prepared by	Checked by	Reviewed by	Approved by
Name	Isha Rawat	Sanjeev Kumar	Sanjeev Kumar	Asim Mishra
Designation	Dy Manager/ PG III	DGM / PG III	DGM / PG III	AGM & DH/ PG III
Signature				

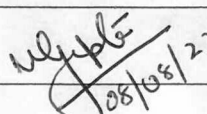
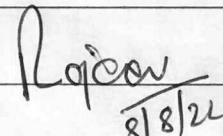
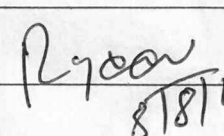
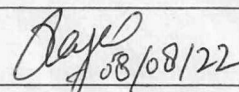
These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.07 dated 10.01.2020 to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

Sl No.	Title	Description
1.	Project Name	2X500 MW NTPC SIPAT TPS, STAGE-II – FGD
2.	Nature of project & Type of Bidding	Competitive Bidding
3.	Customer Order Ref No	CS-9545-109(6)-9-SCNOA-7037 dated 06.10.2021 for Service Contract CS-9545-109(6)-9-FCNOA-7036 dated 06.10.2021 for Supply Contract
4.	BHEL's Customer	NTPC
5.	NTPC Sipat	22AAACN0255D4Z5
6.	Customer Consultants	No consultant
7.	Consignee Address (Bill To)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR): Construction Manager, BHEL site office, 2x500 MW Sipat FGD, STG-II P.O. Ujjwal Nagar, Sipat, Distirct – Bilaspur, Chhatisgarh - 495555 BHEL GSTIN No.- 22AAACB4146P1ZP
8.	Delivery Address (Ship To)	Construction Manager, BHEL site office, 2x500 MW Sipat FGD, STG-II P.O. Ujjwal Nagar, Sipat, Distirct – Bilaspur, Chhatisgarh - 495555
9.	BHEL Site Office Address	Construction Manager, BHEL site office, 2x500 MW Sipat FGD, STG-II P.O. Ujjwal Nagar, Sipat, Distirct – Bilaspur, Chhatisgarh - 495555
10.	Location of Plant	The site is located east of the Kurung left bank canal and is bounded by villages Rank, Kaudia and Janji in the Bilaspur district of Chhattisgarh. It is in between latitudes 22o05' & 22o09' North and longitudes 82o 16' & 82o 18' East. The site is approx. 20 kms. from Bilaspur city and is approachable via the Bilaspur - Sipat state highway which takes off to the North-East from Bilaspur City. The nearest railway station is Jairamnagar on the Nagpur-Raipur-Calcutta mainline. Raipur, which is approximately 140 kms. from the site is the nearest commercial airport.
11.	Mode of Dispatch	For indigenous supplies: By Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis
12.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL GSTIN No.- 22AAACB4146P1ZP

13.	Transit Insurance	<p>In BHEL Scope.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in PO.</p>
14.	Dispatch intimation	<p>Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to:</p> <p>BHEL Site office (address as mentioned at Sl. No. 9) BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM) BHEL PSWR Nagpur (For PO Issued by BHEL PSWR)</p>
15.	Document required for Vendor's payment.	<p>For claiming the payment, documents as mentioned in GCC rev 07 shall be submitted by vendor to BHEL.</p> <p>Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.07. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p>
16.	Buyer and Paying Authority	<p>For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSWR, 2X500 MW NTPC SIPAT TPS, STAGE-II – FGD (LOT-6). BHEL Site will be the paying Authority.</p>
17.	Demurrage charges	<p>Demurrage charges shall be paid by supplier/ vendor only. No claim shall be acceptable to BHEL in this regard.</p>
18.	Unloading, Storage & Movement of material at site	<p>a.) By BHEL site office for supply packages (where only supply is in vendor's scope). b.) By vendors for Turnkey (where Supply and E&C is in vendor scope)</p> <p>Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regards. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited</p>
19.	Concessional custom duty against Essentiality certificate (EC)	<p>The project has been qualified through Project Import route. Accordingly, the benefits applicable to PI project would be granted for this project. In this regard applicable documents such as Essentiality certificate will be issued by NTPC (ultimate customer). Under this, Concessional rate of Customs Duty shall be applicable on the Import Contents of the supplier respectively. Based on the above EC, Customs Duty Benefits will be passed on to the vendor. The Bidder to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package, if any, at the time of NIT. The benefits availed in Concessional Customs Duty must be passed on to BHEL in their offer.</p> <p>Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.</p>
20.	Taxes & Duties (For Domestic Vendor)	<p>As per General Conditions of Contract (GCC rev 07)</p>
21.	Taxes & Duties (For Order Directly to Foreign Bidders)	<p>In case of foreign vendors, quoted prices & Dispatches shall be on C & F Indian (Mumbai) port basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSWR for the orders placed by PSWR.</p>
22.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <ul style="list-style-type: none"> 1) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA 2) Cat-II: Inspection shall be done by BHEL only.

Handwritten signature and date: 08/08/22

		<p>3) Cat-III: Certificate of Compliance shall be furnished by Vendor.</p> <p>Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>
23.	Inspection procedure	<p><u>For Domestic supplies</u></p> <p>Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection reports.</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p>
24.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish original MDCC to BHEL.</p> <p>For Cat- II & Cat-III items, MDCC shall be issued by BHEL However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>
25.	Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&M Manuals</u></p> <p>As per GCC rev.07/ Technical Specification/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.</p>

	Prepared by	Checked by	Reviewed by	Approved by
Name	Manisha Gupta	Rajeev Lalwani	Rajeev Lalwani	Rajeev Tiwari
Designation	Manager/ PG III	Sr. Manager/ PG III	Sr. Manager/ PG III	AGM & DH/ PG III
Signature				

These Conditions shall be read and construed along with General Conditions of Contract (GCC) Rev. 07 dated 10.01.2020, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

Sl No.	Title	Description
1.	Project Name	3 X 200 + 3 X 500 + 1 X 500 MW NTPC KORBA TPP STAGE I,II & III- FGD (LOT-3)
2.	Nature of project & Type of Bidding	NON-MEGA, Competitive Bidding
3.	Customer Order Ref No	CS-2100-109(3)-9-FCNOA-6843 dated 22.08.2019 CS-2100-109(3)-9-SCNOA-6844 dated 22.08.2019
4.	BHEL's Customer	NTPC
5.	NTPC KORBA GSTIN.	22AAACN0255D4Z5
6.	Customer Consultants	No consultant
7.	Consignee Address (Bill To)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR): Construction Manager, BHEL site office, 3 X 200 + 3 X 500 + 1 X 500 MW NTPC KORBA TPP STAGE I, II & III- FGD, DIST: KORBA, STATE: CHHATTISGARH, PIN code 495450 BHEL PSWR GSTIN No.- 22AAACB4146P1ZP
8.	Delivery Address (Ship To)	Construction Manager, BHEL site office, 3 X 200 + 3 X 500 + 1 X 500 MW NTPC KORBA TPP STAGE I, II & III- FGD, DIST: KORBA, STATE: CHHATTISGARH, PIN code 495450
9.	BHEL Site Office Address	Construction Manager, BHEL site office, 3 X 200 + 3 X 500 + 1 X 500 MW NTPC KORBA TPP STAGE I, II & III- FGD, DIST: KORBA, STATE: CHHATTISGARH, PIN code 495450
10.	Location of Plant	The plant is located in Korba district of Chhattisgarh at a distance of about 10 km from Korba town. Nearest railway station is Champa Railway Station about 37 Kms. from the project site. The nearest airport at Bilaspur is at a distance of about 110 Kms from project site.
11.	Mode of Dispatch	For indigenous supplies: By Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis.
12.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL PSER BIHAR GSTIN No.- 22AAACB4146P1ZP
13.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No.

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20/01/2020


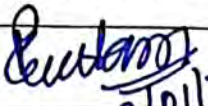
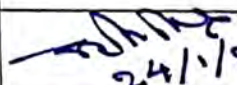
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22/01/2020

		Vendors to intimate the underwriters quoting the Insurance Policy No. as mentioned in PO.
14.	Dispatch intimation	Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (address as mentioned at Sl. No. 9) BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM) BHEL PSWR Nagpur (For PO Issued by BHEL PSWR)
15.	Document required for Vendor's payment.	For claiming the payment, documents as mentioned in GCC rev 07 shall be submitted by vendor to BHEL. Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.07. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished. Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.
16.	Buyer and Paying Authority	For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSWR, 3 X 200 + 3 X 500 + 1 X 500 MW NTPC KORBA TPP STAGE I, II & III-FGD BHEL Site will be the paying Authority.
17.	Demurrage charges	Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.
18.	Unloading, Storage & Movement of material at site	a.) By BHEL site office for supply packages. (where only supply is in vendor's scope) b.) By vendors for Turnkey (where Supply and E&C is in vendor's scope) Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regards. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited
19.	Concessional custom duty against Essentiality certificate (EC)	The project has been qualified through Project Import route. Accordingly, the benefits applicable to PI project would be granted for this project. In this regard applicable documents such as Essentiality certificate will be issued by NTPC (ultimate customer). Under this, Concessional rate of Customs Duty shall be applicable on the Import Contents of the supplier respectively. Based on the above EC, Customs Duty Benefits will be passed on to the vendor. The Bidder to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package, if any, at the time of NIT. The benefits availed in Concessional Customs Duty must be passed on to BHEL in their offer. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.
20.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 07)
21.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Indian (Mumbai) port basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSWR for the orders placed by PSWR.
22.	Inspection Agency	Inspection of packages shall be carried out by agency as per below Inspection category of packages: 1) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA 2) Cat-II: Inspection shall be done by BHEL or BHEL TPIA only. 3) Cat-III: Certificate of Compliance shall be furnished by the Vendor. Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). For Inspecting Agency for various items, vendor may refer to Quality Plan. Third party inspection agency, if any, shall be informed after award of contract.

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23	Inspection procedure	<p><u>For Domestic supplies</u></p> <p>Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection report (CQIR).</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p>
24.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish original MDCC to BHEL.</p> <p>For Cat- II & Cat-III items, MDCC shall be issued by BHEL, which shall be valid for the vendor payment. However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>
25.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&M Manuals</u></p> <p>As per GCC rev.07/ Technical Specification/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Portable Hard Disk.</p>

	Prepared by	Checked by	Reviewed by	Approved by
Name	Amit Kumar	Manish Kr. Sinha	P.K. Gautam	Asim Mishra
Designation	Sr. Engr./ PG III	Manager/ PG III	Sr. DGM/ PG III	AGM & DH/ PG III
Signature	 20/01/2020	On leave	 22/01/2020	 24/1/20

Guidelines for Remote Inspection of PEM BOIs

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.

No.25-11/6/2018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our **national defence, vital emergency services** including health, disaster response, **critical national infrastructure** including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the **entire economy** and the **day-to-day life** of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a **strategic and critical sector**.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, **to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network** in the country, the following directions are hereby issued :-

(1) All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.

(2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

(3) Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India

(4) Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director

Tel: 011-23716674

To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog
4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. CMDs of CPSEs/Chairman of DVC & BBMB/MD, EESL/DG, NPTI/DG, CPRI/DG, BEE/
7. All ASs/JSs/EA, MoP

Copy:

1. PS to Hon'ble PM, Prime Minister's Office
2. PS to Hon'ble MOS(IC) for Power and NRE
3. Sr. PPS to Secretary(Power)

**No.11/05/2018-Coord.
Government of India
Ministry of Power**

**Shram Shakti Bhawan, New Delhi
Dated the 23rd July, 2020.**

ORDER

Sub: Measures for contributing towards 'Atmanirbhar Bharat' and 'Make in India' through phased indigenisation in Power Sector.

Whereas Ministry of Power after analysis of data relating to import of the equipment in power sector and consultations with the stakeholders engaged in manufacturing of the equipment as well as developers of power projects in generation, transmission, and distribution, has taken note of the fact that despite Government of India policy of 'Make in India', many equipment in this sector are being imported even though sufficient domestic manufacturing capacity and competition exists.

Whereas DPIIT from time to time since 2017 has issued orders with the latest version issued vide No.P-45021/2/2017-PP (BE-II) on 04.06.2020 to promote Make in India and domestic manufacturing of goods and services in India with a view to enhancing income and employment and the said order needs to be fully implemented in power sector.

Whereas, for power sector to become an integral part of national campaign of 'Atmanirbhar Bharat' and to contribute to 'Make in India' policy of Government of India, it is essential that developers in the generation, transmission, and distribution of power, are also encouraged to effectively and wholeheartedly contribute in this endeavor.

Whereas Power is a sensitive and strategically important sector and is a critical infrastructure for development of our country, as our national defense, vital emergency services, critical national infrastructure, communication, data services, health services, logistics, manufacturing etc. all depends on reliable power supply and any possibility of malware/cyber threat in the power systems leads to vulnerability with the potential of bringing down the whole system with consequential impact on all other sectors of our country. Therefore, 'Atmanirbhar Bharat' has a much higher level of significance for this sector. Therefore, there is a need to encourage, adopt and use only 'Make in India' equipment/materials/parts/items in the power sector in order to protect the safety and security of our country.

Now therefore the following order is issued:

1. This order is issued in consonance with the order of the DPIIT referred above.
2. All equipment/materials/parts/items required in the power sector which are domestically manufactured with sufficient domestic capacity shall necessarily be used from the domestic manufacturers only as per the extant provisions of the Public Procurement (Preference to Make in India) Orders issued by DPIIT and MoP.

Contd.....2/-

3. In respect of equipment/materials/parts/items wherein domestic capacity is not available and imports are inevitable, the MoP shall list out all these equipment and prepare an Action Plan for their indigenisation over a specified time frame of 2-3 years. For this an enabling policy framework through support to Start-ups, phased manufacturing programme, vendor development, Research & Development, tax & other incentives needs to be developed.
4. Till such time indigenous manufacturing capacity for all equipment/materials/parts/items required in the power sector are developed, the goods so imported shall be tested in certified laboratories designated by MoP to check the presence of any embedded malware/trojans or other cyber threats and also to check adherence to Indian Standards. For testing of goods from prior reference countries, the testing protocol shall be approved by Ministry of Power (MoP).
5. Ministry of Power shall prepare an 'Approved list of Models and Manufacturers' (ALMM) in power sector. All Power Projects which are bid out as per the standard bidding guidelines will be required to procure equipment from manufacturers figuring in the approved list.
6. Financing from REC and PFC will be structured in such a manner that lower rates of interest will be charged on the developers who will use domestically manufactured equipment.

This issues with the approval of Hon'ble MoS (IC) for Power and NRE.



(R.K. Das)

Under Secretary to the Government of India
Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to Hon'ble PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Director General, Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
8. Chairperson, CEA
9. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL/ DG(NPTI)/ DG(CPRI)/ DG(BEE)
10. All JSs/ EA, MoP

Copy to:

1. PS to MoS (IC) for Power and NRE
2. Sr. PPS to Secretary (Power)
3. Sr. PPS to Additional Secretaries in MoP

No. F.18/5772020-PPD
 Government of India
 Ministry of Finance
 Department of Expenditure
 Procurement Policy Division

512, Lok Nayak Bhawan,
 New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

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


Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


 Kotluru Narayana Reddy
 Deputy Secretary to the Govt. of India
 Tel.: 24621305
 Email: kn.reddy@gov.in

To

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

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3A. Purchase Preference

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

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

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

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

3B. Applicability in tenders where contract is to be awarded to multiple bidders -

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

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

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

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

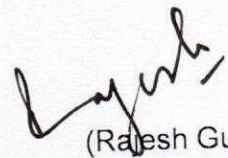
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- 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.



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