

Tender No. F/F219/21/0400/K1

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 284144

Tender No.: F/F219/21/0400/K1

Due Date: 11.10.2021

Sub: BHEL-HEEP/OPEN-TENDER Heat Resistant Steel Bars Grade X13CrMoCoVNB9-2-1 (FB2)

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam turbines, turbo generators and so on.

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Class- I local supplier shall get purchase preference over class-II local supplier as well as Non-local supplier. Class-I local supplier/ Class-II local supplier shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement and give details of the location(s) at which the local value addition is made (Annexure- VIII).

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the suppliers (registered as well as unregistered) for the supply of the following items: -

Sl. No.	Item Description	Specification	Size (mm)	Qty. (Kg)
1	Heat Resistant Steel Bars Grade X13CrMoCoVNB9-2-1 (FB2)- Round Bars	Spec: HW10684 Rev: 00	φ- 40	100

The Techno-Commercial offers received will be evaluated by BHEL & successful short listed parties will be asked to supply the item as per tender document. Vendors shall confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our specifications are liable to be ignored.

The tender documents & Specification of item can be downloaded from our web site www.bhel.com or <https://hwr.bhel.com>. **Only those vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-II) will be considered for further technical evaluation.**

The last date for downloading tender documents shall be 10.10.2021 & opening of tender shall be 11.10.2021. Tenders will be received up to 01.45 P.M. on **11.10.2021** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (01.45 PM on 11.10.2021) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must remit requisite EMD 40,000/- (Rupees Forty thousand only) in the form of pay order or bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site. Please submit DRAFTS FOR EMD DRAWN IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. HEEP, HARIDWAR. E-payment may also be accepted as EMD. Details of BHEL account as per following-

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

Tender No. F/F219/21/0400/K1

EMD is waived off for-

- a) Central/ State – PSUs/ Government departments
- b) As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
- c) The vendors registered for item Heat Resistant Steel Bars Grade X13CrMoCoVNB9-2-1 (FB2)- Round Bars as per Spec. HW10684 Rev: 00 with BHEL (HEEP), Haridwar are exempted from EMD.

The total quantity may undergo change at the time of ordering.

The details of each item with required delivery are given in **Annexure-I (Details of Items)**

Please submit your Techno-Commercial offer only for the above requirement subject to our terms and conditions.

IN ADDITION TO VENDORS MENTIONED ABOVE, OFFERS SHALL ONLY BE CONSIDERED OF THOSE VENDORS WHO WILL SUBMIT EMD. PLEASE SUBMIT DRAFTS FOR EMD DRAWN IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. HEEP, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS “EMD”. The tender will be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

KINDLY READ “INSTRUCTIONS TO BIDDERS.” QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

Vendors must fill up Annexure– II in confirmation to mandatory Pre- Qualification Requirements and quality requirements.

ESSENTIAL INSTRUCTIONS

1. **BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
2. The tenders shall be submitted in two parts
 - i. Part I - Techno -Commercial Bid & Pre-Qualification Requirement,
 - ii. Part II - Price Bid
3. **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter and following to be followed-**
 - a. Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both.
 - b. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
 - c. The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.

The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured-

- a. The manufacturer should meet the PQR requirements as defined in the tender.
 - b. In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and Net worth of the bidder (agent) should be positive.
 - c. Manufacturer and bidder should jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in NIT.
4. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder.
 5. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
 6. Part-I containing Techno-Commercial bid & Pre-Qualification Requirement will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
 7. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
 8. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid.
 9. **Evaluation of Bid: - The bid shall be evaluated**
 - a. **Cost to BHEL basis. (Basic Cost + Insurance + Inspection + Transportation + Duty + Taxes)**
 - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
 10. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
 11. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
 12. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
 13. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
 14. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

Note: Please visit our site <https://hwr.bhel.com> for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders / vendors must ensure compliance of latest GISTC.

GISTC are available in following link

<https://hwr.bhel.com/bhelweb/Gistc.jsp>

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID) & PART-II (PRICE BID)

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a. Confirmation to Minimum Qualification Requirement and Quality Requirement as per Annexure-II.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. Validity of offer for 90 days to be indicated.
- e. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- f. Details of activity outsourced.
- g. Endorsed quality plan (QP no. QA/CF/QP/419 Rev: 00) for Indigenous vendors.

PART –II (Price Bid)

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. **In case of foreign vendors, Bidders need to quote their prices on CFR any sea port in Mumbai in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other internationally freely tradable currency only.** The name of the currency should be clearly indicated in your bids.

Offers received other than CFR basis may result in non-consideration of such bids. However, if BHEL agrees to accept the CFR / FOB condition, to arrive at landed cost at our plant/site, loading shall be done as per latest GISTC.

In case of Indigenous vendor, prices may be quoted on FOR- Destination- Store-HEEP-BHEL basis. In case BHEL accepts the EX-Works prices such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.

Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.

- d. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- e. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies.

MARKING OF ENVELOPE:

- Each envelope is to be super scribed as “TENDER FOR (ITEM NAME) AGAINST TENDER NO. **F/F219/21/0400/K1** DUE ON **11.10.2021**.”
- Drafts for EMD to be kept in one envelop – **Envelop –A**. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in the envelopes of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- Techno-Commercial & Pre-Qualification Requirement document- Part-I to be kept in another envelop – **Envelop-B** & to be marked as Techno-Commercial Offer.
- Price Bid – Part-II to be kept in another envelop – **Envelop-C** & to be marked as Price Bid.
- Envelop-A, Envelop-B & Envelop-C are to be kept in one envelop super scribed as above.

ANNEXURE-I**Item Details and Delivery Schedule**

Sl. No.	Item Description	Mat. Code &	Size (mm)	Qty. (Kg)	Delivery
1	Heat Resistant Steel Bars Grade X13CrMoCoVNBNB9-2-1 (FB2)- Round Bars	Spec: HW10684 Rev: 00	φ- 40	100	15.12.2021

Remarks-

1. Quantity tolerance $\pm 10\%$ acceptable.
2. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies.
3. Comparative Statement will be evaluated on item wise basis after combining DEEC, PI & Merit quantity.
4. Delivery mentioned above is indicative, bidders to quote their best possible delivery schedule.
5. Risk purchase clause shall be applicable. If you do not confirm this in your offer, then it shall be presumed to be acceptable and no further confirmation will be taken after opening of techno-commercial bid part- 1.
6. After placement of order vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of any delay, consequential losses like loss of input credit and non-availability of concessional forms etc., shall be to the vendor account.
7. NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.

ANNEXURE-II**Pre- Qualification Requirements****➤ Technical Requirements-**

Sl. No.	Technical Requirement	Vendor's confirmation (Y/N)
01.	<p>Experience Requirement: Vendor must have successfully manufactured and supplied bar against at least one purchase order of material grade X13CrMoCoVNbNB9-2-1 (FB2) in last seven years since date of enquiry. Bar supplied in hardened and tempered shall be considered for experience. In support of experience vendor to provide unpriced PO copy and the test certificate of at least one purchase order.</p>	
02.	<p>Manufacturing and Testing Facility Requirements:</p> <ol style="list-style-type: none"> Vendor to confirm that they have in house manufacturing and testing facilities to manufacture round bars of enquiry size. In case of outsourcing of any activity, vendor to inform the activity outsourced with details of source. ESR (Electro Slag Refining) steel has to be used for manufacturing of enquiry round bar. Vendor to agree and confirm. Details of in house manufacturing facility required for round bar to be submitted. Details of in house testing facilities to carry out tests as per enquiry specification requirement to be submitted. Outsourcing of testing from Government / ISO / International agency accredited labs is also permitted. 	
03	Vendor to agree to supply as per the enquiry dimensions and enquiry specifications.	

➤ Quality Requirements-

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
01	<ol style="list-style-type: none"> For Indigenous Vendor: <ol style="list-style-type: none"> Vendor to accept and endorse BHEL QP (No. QA/CF/QP/419 Rev 01, Annexure-IV). Inspection by BHEL nominated agency BVIL as per BHEL approved QP. For Foreign vendor/Import- <ol style="list-style-type: none"> Testing and certification as per ordering documents and specifications. 	

Signature with stamp**Name:****Name of Firm:****Designation:****Date:**

ANNEXURE-III
(Specification)

सामग्री सूची संख्या और
अधिकारिता क्रमांक
TLV9265/02, Jan'16

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स्वत्वाधिकार एवं गोपनीय
 इस प्रतीक में दी गई सूचना भारत हीवी एलेक्ट्रिकल लिमिटेड की संपत्ति है। इसका प्रयोग एवं प्रकाशन केवल भारत हीवी एलेक्ट्रिकल लिमिटेड के हित में होना चाहिए। अन्य किसी भी उद्देश्य के लिए इस सूचना का उपयोग करना गैर-कानूनी है।

दिनांक एवं तारीख
SIGN & DATE
29/12/17

सामग्री सूची संख्या
INVENTORY NO.
P-4127

HEAT RESISTANT STEEL BARS GRADE X13CrMoCoVNbNB9-2-1 (FB2)

1.0 GENERAL:
This specification governs the quality of steel Bars of grade X13CrMoCoVNbNB9-2-1 (FB2).

2.0 APPLICATION:
The Bars shall be used for turbine components.

3.0 CONDITION OF DELIVERY:
The bars shall be supplied in the rolled or forged and quenched and tempered condition.

4.0 DIMENSION AND TOLERANCES:
The dimensions shall be as per purchase order.
The tolerance on the forged / rolled bars shall be as per IS: 3739, Grade 2 / EN10060. Negative tolerance is not acceptable.

5.0 MANUFACTURE:
ESR-steel shall be used. The use of any other steel secondary treatment is to be agreed in advance with the purchaser. Cast ingot is to be used as starting material for the production of the bars. The bars can either be rolled or forged provided that the requested mechanical properties are fulfilled. Bars shall be delivered in quenched and tempered condition.

6.0 HEAT-TREATMENT:
Hardening: 1100°/air or liquid, quenching up to <100°C
Tempering: at least two 2 times
Level 1: T1 = 570°C/10hours/air
Level 2: T2 ≥ 710°C
A martensitic microstructure shall be obtained along the whole section of the bar.
If bars need to be straightened after the heat treatment, a stress relieving treatment shall be performed after completion of the entire straightening process. Stress relieving is to be carried out at 20-50°C below the tempering temperature with a subsequent slow cooling rate.

7.0 CHEMICAL COMPOSITION:
Heat analysis is weight %

C	Si	Mn	P	S	Cr	Mo
0.11 – 0.15	≤ 0.10	0.30 – 0.80	≤ 0.010	≤ 0.005	9.00 – 9.40	1.40 – 1.60
Ni	Co	V	Al	N	Nb	B
0.10 – 0.20	0.90 – 1.30	0.15 – 0.25	≤ 0.010	0.015 - 0.030	0.04 - 0.06	80-110ppm

The content of trace elements such as Cu, As, Sb, Sn and Ti shall be given for information within the documentation.

TSX	D. GANGWAR			नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE
PSC	G. KRISHNAN		अनुवादक TRANSLATED BY		
QAX	U. K. PANDA		निर्माणकर्ता WORKED BY	SUBODH RANA	28/12/17
STE	P. K. BANSAL		जांचकर्ता CHECKED BY	ASHISH RANJAN	28/12/17
सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY	GOPAL KRISHNAN	28/12/17
			स्वीकृति APPROVED :	संस्थान मानकीकरण समिति PLANT STANDARDIZATION COMMITTEE	
			Gr. NO.	2.60	
REV.NO.	00		निर्माण PREPARED :	जारी ISSUED :	दिनांक DATE :
Di.	28.12.17		MTE	TSX	28.12.2017
CHANGE ADVICE NO.					



संस्थान क्रय विनिर्देश (हीप : हरिद्वार)

HW10684

PLANT PURCHASE SPECIFICATION
(HEEP: HARIDWAR)

पृष्ठ का
Page 2 of 3

दिनांक एवं हस्ताक्षर
SIGN & DATE

SUPERSEDES
INVENTORY NO

सामग्री सूची संख्या को
अधिकारित करना है

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स्वत्वधिकार एवं गोपनीय
इस दस्तावेज में दी गई सूचना भारत हेवी एलेक्ट्रिकल्स लिमिटेड की संपत्ति है। इसका प्रयोग एवं प्रसारण के बिना ही इस दस्तावेज को किसी भी रूप में प्रसारित करना न किया जाए।

दिनांक एवं हस्ताक्षर
SIGN & DATE

8.0 MECHANICAL PROPERTIES:

The specimens are to be taken in longitudinal (L) direction according to EN10083-1. For bars with diameter (d) or side length (a, b) > 100mm, the specimens shall be taken at a distance d/3 for round bars and a/3, b/3 from the surface for rectangular bars. In this case, transverse specimens (T) are also allowed.

A hardness test shall be performed to verify the uniformity of the strength within a delivery lot (per melt and heat treatment batch). The test amount shall be 10% of the bars with a minimum of 10 bars. When the lot contains less than 10 bars, all bars shall be tested. The mechanical properties shall be tested on both the softest and hardest bars.

If raw parts are to be manufactured from forged bar, which is forged to different diameters, the following requirements shall be met:

For a ratio of up to 1.25 (according to EN10269, clause 10.1.2) between the diameter of the taper shank and the shaft section of valve stem, the testing of mechanical properties is to be done only on bigger diameter

In case of a ratio of diameter > 1.25, mechanical properties shall be tested on all diameters.

The following Mechanical properties shall be achieved at room temperature

Diameter (d) Side length (a ¹) (mm)	0.2% Proof Strength (N/mm ²)	Tensile Strength (N/mm ²)	Elongation l ₀ = 5d (%)		Reduction in area (%)		Impact Energy J		Hardness HB30
			L	T	L	T	L	T	
			d, a ≤ 100	680 - 780	≤ 950	≥ 14	-	≥ 50	
100 < d, a	680 - 780	≤ 950	-	≥ 13	-	≥ 40	-	≥ 24 ²⁾	245 - 295

¹⁾ The values of the smallest side length (a) shall be reached.

²⁾ Average of 3 Charpy V-notch specimen

9.0 OUTER AND INNER QUALITY / NON DESTRUCTIVE TESTING:

9.1 SURFACE CONDITION:

Cracks, other material separation or more severe linear inclusions lines are not acceptable.

9.2 SCOPE OF INSPECTION:

Following NDE shall be performed in delivery condition:

- Verification inspection of all bars
- 100% U.T of all bars with diameter d, a ≥ 30 mm according to EN10308 type 1a - 1c (table 1)

9.3 CRITERIA FOR REGISTRATION AND DECISION:



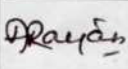
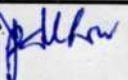
Acceptance Quality Class 4 according to EN10308 (table 2) however the decision limit for loss of back of echo is 3 dB for all bar dimensions.

Any linear or surface like in-homogeneity larger than 10mm in any direction is not acceptable.

सामग्री सूची संख्या
INVENTORY
A 4127

REV.
NO.
00

निर्माणकर्ता WORKED BY	ASHISH RANJAN		28.12.2017
जांचकर्ता CHECKED BY	GOPAL KRISHNAN		28.12.2017


दिनांक एवं तिथि SIGN & DATE		संस्थान क्रय विनिर्देश (हीप : हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HW10684 पृष्ठ का Page 3 of 3	
सामग्री सूची संख्या का INVENTORY NO.	<p>This quality requirement applies also for bars having diameter $d < 30\text{mm}$, although it is not necessary to prove by testing. Regarding forged bars with two different diameters, a 45° – transducer shall be used for sectional variations over the entire 360°.</p> <p>10.0 MARKING:</p> <p>The marking of the materials shall be such that heat no., steel grade/specification & manufacturer name / identifications are legible.</p> <p>11.0 TEST CERTIFICATES:</p> <p>The supplier shall supply four copies of test certificates as per EN 10204, certificate 3.1 B, unless otherwise stated on the order. The test certificates shall bear the following:</p> <ul style="list-style-type: none"> - BHEL References: - Specification no., Purchase orders no. - Suppliers references: Name, emblem, material designation, melt no, Heat-treatment batch no. - Results of Testing: - Melting process, melt analysis, - Mechanical properties, all individual values shall be reported - Details of Heat-treatment performed, - U.T result - Confirmation of the verification inspection <p>12.0 CLEARANCE FOR DELIVERY:</p> <p>The total results of the tests carried out are the deciding factor for clearance for delivery. BHEL shall evaluate the total results taking into consideration the intended use of the material and examines accordingly the permissibility of deviation (if any) from the specified properties. The clearance however does not relieve the supplier of his responsibility for the hidden non-permissible defects, which are found later.</p> <p>13.0 CROSS REFERRED STANDARDS:</p> <p>IS3739, EN10060, EN10269, EN 10083-1, EN 10308, EN10204</p>				
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स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत भारती एलेक्ट्रिकल लिमिटेड की संपत्ति है, इसका प्रयोग एवं प्रकाशक रूप में किसी भी तरह प्रयोग, जो कि, कंपनी के हित में हानिकारक हो न किताब,					
दिनांक एवं तिथि SIGN & DATE 					
सामग्री सूची संख्या INVENTORY P.4127	REV. NO. 00		निर्माणकर्ता WORKED BY ASHISH RANJAN		28.12.2017
			जांचकर्ता CHECKED BY GOPAL KRISHNAN		28.12.2017

ANNEXURE-IV
(Quality Plan, For Indigenous Vendor)

216

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL					
BHEL		STEEL BARS X13CrMoCoVnNb9-2-1 (FB2)		QP NO.	QA/CF/QP/419	REV.		01							
VENDOR'S NAME		AS PER PO		HW10684		AS PER PO		AS PER PO							
BHEL SPEC		HW10684		AS PER PO		AS PER PO		AS PER PO							
REV		AS PER PO		HW10684		AS PER PO		AS PER PO							
CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFERENCE DOCUMENT		ACCEPTANCE NORMS		FORMAT OF RECORDS		REMARKS	
3		4		5		6		7		8		9		10	
COMPONENT & OPERATIONS		4		5		6		7		8		9		10	
2		4		5		6		7		8		9		10	
1		4		5		6		7		8		9		10	


SL. NO.	OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS
1.	MELTING & REFINING	CHEMICAL COMPOSITION	MAJOR	SPECTRO ANALYSIS	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	V	ESR STEEL SHALL BE USED RAW MATERIAL FROM BHEL AGREED SOURCES ONLY.
2.	HOT FORGING / ROLLING					AS PER VENDOR'S PRACTICE AND BHEL APPROVED MANUFACTURING PLAN	BHEL SPEC	IR	P	
3.	HEAT TREATMENT	TIME & TEMPERATURE	MAJOR	HT GRAPH	100%	BHEL SPEC & BHEL APPROVED MP	BHEL SPEC & BHEL APPROVED MP	TC	V	
4.	STRAIGHTENING & STRESS RELIEVING (IN CASE STRAIGHTENING IS REQD)	STRAIGHTNESS, TIME & TEMPERATURE	MAJOR	STARIGHTNESS HT GRAPH	100%	BHEL SPEC & BHEL APPROVED MP	BHEL SPEC & BHEL APPROVED MP	TC	V	
5.	HARDNESS TEST	HARDNESS	MAJOR	HARDNESS	10%*	BHEL SPEC	BHEL SPEC	TC	V	*10% OF EACH TEST UNIT BUT AT LEAST ON 10 BARS OR ON EACH BAR IF TEST UNIT IS LESS THAN 10 BARS
6.	MECHANICAL TESTING	TENSILE & IMPACT (LONGITUDINAL)	MAJOR	MECHANICAL TEST	ON BARS WITH MAX. & MIN HARDNESS PER HT BATCH	BHEL SPEC	BHEL SPEC	TC	V	
7.	NDT	SURFACE DEFECTS INTERNAL DEFECTS	MAJOR	VISUAL UT	100% 100%	BHEL SPEC	BHEL SPEC	TC	V	

MANUFACTURER/SUBCONTRACTOR		FOR CUSTOMER USE		APPROVED BY	
 <small>Digitally signed by BHEL'S BHEL'SAN KUMAR DN: cn=BHEL'SAN KUMAR, o=BHEL, ou=QA, email=BHEL'SAN.KUMAR@bhel.co.in, c=IN Date: 2013.02.14 09:28:45 +05'30' Adobe Acrobat Reader version: 2011.010.0008</small>		LEGEND: * RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M- MANUFACTURER / SUBCONTRACTOR B- BHEL / NOM. INSPECTION AGENCY N- CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER			

MIS

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					TO BE FILLED BY BHEL			TO BE FILLED BY BHEL				
BHEL	ITEM	STEEL BARS	QP NO	QA/CF/QP/419										
		X13CrMoCoVnNb9-2-1 (FB2)	REV.	01										
	DRG NO.	AS PER PO												
	BHEL SPEC	HW10684												
	REV	AS PER PO												
	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY		REMARKS				
SL NO.	COMPONENT & OPERATIONS							M	B	N				
1	2	3	4	5	6	7	8	9	10	11				

8.	VERIFICATION INSPECTION	CHEMISTRY	MAJOR	PMI	100%	BHEL SPEC	BHEL SPEC	TC	✓	P	W	-	
9.	VISUAL & DIMENSIONAL CHECK	VISUAL & DIMENSION	MAJOR	VISUAL & MEASURE	10%	BHEL SPEC & PURCHASE ORDER	BHEL SPEC & PURCHASE ORDER	TC	✓	P	W	-	
10.	IDENTIFICATION MARKING	MARKING	MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC	TC	✓	P	V		

MANUFACTURER/SUBCONTRACTOR	 <small>Digitally signed by BHELQA INSPECTION CUSTOMER, DN: cn=BHELQA INSPECTION CUSTOMER, o=BHEL, ou=QA, email=QA@bhel.com, c=IN, Date: 2023.07.20 15:28:45 +05'30', Reason: Anubhai Bhatnagar</small>	FOR CUSTOMER USE	
		APPROVED BY	
LEGEND: I: RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE: 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER			

ANNEXURE-V
(Risk Purchase Clause)

Risk Purchase Clause

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed work/supply" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii. Let the value of executed work/supply till the time of termination of contract= X
- iii. Let the Total Executable Value of work/supply for which inputs/fronTS were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv. Delay in executed work/supply attributable to contractor/supplier i.e.
$$T2 = \frac{(1-X)}{Y} \times T1$$
- v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.

ANNEXURE- VI

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office atis
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
.....dtd:.....,
Category:.....(Micro/Small).(copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
on dateas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs for
.....micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from
its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification
dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

Tender No. F/F219/21/0400/K1

ANNEXURE-VII
(Order 2017 dated 16.09.2020)

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

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

.....Contd. p/2

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

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

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

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

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

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

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

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

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

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

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

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.

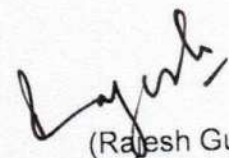
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- 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.



(Rajesh Gupta)
Director

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ANNEXURE-VIII

(Self-Certification for local content)

In line with Government Public Procurement Order 2017 dated 16.09.2020, we hereby certify that we

.....
(supplier name) inform that local content is% (indicate percentage of local content) and are

Class- I local supplier (meeting requirement of)-

Minimum Local content 50 %

or

Class- II local supplier (meeting requirement of)-

Minimum Local content 20 %

(mark wherever applicable)

defined by Nodal Ministries/ Departments as per above order for the material against Enquiry No.

.....
Details of location at which local value addition will be made is as follows:

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

We also understand, 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.

Seal and Signature of Supplier