

MANGALORE REFINERY & PETROCHEMICALS LTD.
(A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC)
Regd. Office: Kuthethoor P.O., Via: Katipalla, Mangalore-575030 (India)
Phone: 0091-824-2270400 Fax: 0091-824-2271239

Addendum-2 dated 27.09.2024

To

Tender No. 320000905 dated 10.09.2024

For

**Integrated Load Shedding System Package For MRPL Refinery Complex
Power System Upgradation Project**

With reference to the above tender, bidders are requested to note the following:

The items, conditions, specification and stipulations of the Bidding Documents and the modified portion to the extent indicated in

- a) Annexure-I: Commercial Addendum
- b) Annexure-II: Technical Addendum
- c) Annexure-III: Reply to Pre-bid Queries

The implications of the same, elsewhere in the tender shall be taken care of appropriately by the bidders. All other terms and conditions, stipulations and specifications of tender shall remain unaltered.

Note:

Bidder shall submit copy of these documents along with the techno-commercial bid, **duly signed and stamped**, as a token of having read and understood the same.

Addendum-2

Annexure-I: Commercial Addendum

| <u>Sl. No.</u> | <u>Reference Section No./ Clause No.</u> | <u>Addition/Deletion/Modification</u> |
|-----------------------|--|---|
| 1. | Vol. I of II; Page 1 of 481; Tender Download End Date & Time | The Tender Download End Date & Time shall be read as 10.10.2024, 15.00 Hrs |
| 2. | Vol. I of II; Page 1 of 481; Bid Closing Date & Time | The Bid Closing Date & Time shall be read as 10.10.2024, 15.00 Hrs |
| 3. | Vol. I of II; Page 1 of 481; Un-Priced Bid Opening Date & Time | The Un-Priced Bid Opening Date & Time shall be read as 10.10.2024, 15.30 Hrs |
| 4. | Vol. I of II; Page 380 of 481; Terms of Payment; Clause no. 3.3.2: Cabling Work (as per FORM SP-6) | <p>The clause no. 3.3.2: Cabling Work (as per FORM SP-6) shall be two sub-clauses as below:</p> <p>3.3.2.1 CABLE RACEWAY ERECTION WORK</p> <p>a) 90% (Ninety percent), on pro-rata basis, on completion of erection/installation etc. of cable raceway system against the Contractor's Certified Running Account Bills(s).</p> <p>b) 5% (Five percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>c) 5% (Five percent) on issuance of Completion Certificate of all work in all respect against Contractor's Certified Final Bill.</p> <p>3.3.2.2 CABLE LAYING WORK</p> <p>a) 70% (Seventy percent), on pro-rata basis, on completion of laying/installation of cables, glanding and termination of cables against the Contractor's Certified Running Account Bills(s).</p> <p>b) 20% (Twenty percent), on pro-rata basis, on completion of pre-commissioning checks, testing loops and commissioning of instrumentation equipment, items, cables etc. against the Contractor's Certified Running Account Bills(s).</p> |

| <u>Sl. No.</u> | <u>Reference Section No./ Clause No.</u> | <u>Addition/Deletion/Modification</u> |
|----------------|---|---|
| | | c) 5% (Five percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s). d) 5% (Five percent) on issuance of Completion Certificate of all work in all respect against Contractor's Certified Final Bill. |
| 5. | Vol. I of II; Page 330 of 481; SCC Clause no. 23; Page no. 330 to 344 | Page no. 330 to 344 shall be replaced with Attachment-1 of this Addendum. |
| 6. | Vol. I of II; Page 345 of 481; SCC Clause no. 24 | Clause no. 24 shall be applicable and the same is made available in Attachment-2 of this Addendum. |

Addendum-2

Annexure-II: Technical Addendum

| <u>Sl. No.</u> | <u>Reference Section No./ Clause No.</u> | <u>Addition/Deletion/Modification</u> |
|-----------------------|--|---|
| 1. | Vol. II of II; Clause No. 2.1.23.g Test Procedure & Duration (Page 9 of 67) | In the table, please refer to the “System” Dynamic Fast Load Shedding. The “Description” of the same shall be read as “From event occurrence on limit violation till command up to final Output from the load shedding system”. |
| 2. | Vol. II of II; Clause No. 2.1.23.g Test Procedure & Duration (Page 9 of 67) | In the table, please refer to the “System” Load Shedding Scenario Table Updation Time. The “Parameters/ Functions to be Demonstrated” of the same shall be read as “Shall be as minimum as possible, but not more than 2 s. However, it must not have any implication on multiple contingency events/ conditions.” |
| 3. | Vol. II of II; Clause No. 3.7.e (Page 21 of 67) | The terminology “MFM” shall be replaced with “MFM/ MFT” to accept both multi function meter as well as multi function transducer. This change is applicable for the entire tender document. In case of 4-20 mA output, dual outputs shall be provided with one output as spare for future connection. |
| 4. | Vol. II of II; Clause No. 3.7.e (Page 21 of 67); Table-1: Signal Details and Communication Mode | Please refer to serial no. 16, 17, 18. The description under “Equipment” column shall be read as “6.6 kV Outgoing Motor/ Transformer/ Power Feeder”. The description under “Source/Destination” column shall be read as “New MFM/ MFT in the Switchboard”, “Switchboard O/G Feeder” and “Switchboard O/G Feeder Tripping Coil” for serial no. 16, 17 & 18 respectively. |
| 5. | Vol. II of II; Clause No. 3.7.e (Page 21 of 67); Table-1: Signal Details and Communication Mode | Please refer to serial no. 19, 20, 21. The description under “Equipment” column shall be read as “33 kV/ 11 kV/ 6.6 kV Substation Switchboard Incomers”. The description under “Source/Destination” column shall be read as “New MFM/ MFT in Substation Switchboard I/C Feeder”, “Substation Switchboard I/C Feeder” and “Substation Switchboard I/C Feeder Tripping Coil” for serial no. 19, 20 & 21 respectively. |

| <u>Sl. No.</u> | <u>Reference Section No./ Clause No.</u> | <u>Addition/Deletion/Modification</u> |
|----------------|--|--|
| 6. | Vol. II of II; Clause No. 3.7.e (Page 21 of 67); Table-1: Signal Details and Communication Mode | Serial no. 22 to be added with the following details. The description under "Equipment" column shall be "33 kV/ 11 kV/ 6.6 kV Substation Switchboard Bus-Couplers". The description under "Parameter" column shall be "CB Status". The description under "Source/Destination" column shall be "Substation Switchboard B/C Feeder". The description under "Suggested Communication Mode (Contractor can select the mode of communication as per availability during detailed engineering)" column shall be "Hardwired (Both ON and OFF signals)". |
| 7. | Vol. II of II; Clause No. 6.j (Page 31 of 67) | The clause shall be read as "All substations shall be provided with controller based RTU for load shedding system. However, sharing of a RTU may be allowed among 2-3 substations with prior approval of the purchaser only if these 2-3 substations are located very close to one another and all of them are having very less number of I/Os. Breaker ON/ OFF status of each breaker feeder shall be taken as Digital input (DI) in RTU." |
| 8. | Vol. II of II; Clause No. 7.7 (Page 41 of 67) | Bidder to note that the type and quantity of ports shall be decided by the Bidder based on his engineering with minimum 20% spare ports. |
| 9. | Vol. II of II; Clause No. 7.9.b (Page 41 of 67) | The clause shall be read as "110 V AC power supply (Owner to provide 110 V AC UPS supply for the PC)". |



**INTEGRATED LOAD SHEDDING SYSTEM PACKAGE
FOR MRPL REFINERY COMPLEX POWER SYSTEM
UPGRADATION PROJECT**



Addendum-2

Annexure-III: Reply to Pre-bid Queries

Please refer to Attachment-3



**INTEGRATED LOAD SHEDDING SYSTEM PACKAGE
FOR MRPL REFINERY COMPLEX POWER SYSTEM
UPGRADATION PROJECT**



Attachment-1

No.: FP-20013/24/2017-FP-PNG (E-17013)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi
Dated 21st August, 2024

To

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

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

Sir/ Madam,

I am directed to forward revised Public Procurement (Preference to Make in India) Order, 2017 dated 19.7.2024 issued by Department for Promotion of Industries and Internal Trade (DPIIT), for information and necessary action.

Yours faithfully

Kala
21/8/24
(Kala)

Under Secretary to the Govt. of India
Tel.: 011-23381029

Encl.: as above

Copy to:

- a. PPS/ PS to Secretary, P&NG
- b. PPS/ PS to AS&FA/ AS, MoPNG
- c. PPS/ PS to JS (G)/ JS(M&OR)/ JS (GP)/ JS (IC)/ JS (IFD)/ DDG, MoPNG

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vaniya Bhawan, New Delhi
Dated: 19 July, 2024

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, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 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.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

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

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

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

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

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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 procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(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.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

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 procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement 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 procurement 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, procurement 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.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from 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. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. 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.
- e. 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.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. 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.
- h. 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 9

- i below.
- i. 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 procurement 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 subparagraphs '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.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) 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.



(Himani Pande)

Additional Secretary to the Government of India

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OFFICE MEMORANDUM

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

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

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

| Category | Terminology |
|--|--------------------------------------|
| Supplier is both MSE & Class-I local supplier. | "MSE Class-I local supplier". |
| Supplier is MSE but not Class-I local supplier. | "MSE but non-Class-I local supplier" |
| Supplier is not MSE but is Class-I local supplier. | "Non-MSE but Class-I local supplier" |
| Supplier is neither MSE nor Class-I local. | "Non-MSE non-Class-I local supplier" |

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

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is to be awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

(Kanwalpreet)
Director

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To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Example explaining applicability in scenario explained in para 4 c (a)(iv)

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

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

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

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017
(FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF
PROCUREMENT UP TO INR 10 CRORE)

TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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

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

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

CERTIFICATE UNDER PPP-MII ORDER, 2017

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

To

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

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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

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

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

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :



**INTEGRATED LOAD SHEDDING SYSTEM PACKAGE
FOR MRPL REFINERY COMPLEX POWER SYSTEM
UPGRADATION PROJECT**



Attachment-2

**DOMESTICALLY (INDIAN) MANUFACTURED IRON & STEEL PRODUCTS IN
GOVERNMENT PROCUREMENT (DMI&SP) VIDE NOTIFICATION "THE GAZETTE OF
INDIA, EXTRAORDINARY PART II NO. 324 DATED 29.05.2019" AND ITS "AMENDMENT
DATED 31.12.2020"**

1. Background

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

2. Definitions

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

3. Iron & Steel Products

3.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy.

3.2 **Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel.**

3.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.

Since, Appendix B pertains to capital goods for manufacturing iron & steel products, same be applicable for the projects of public sector steel manufacturers and all agencies/ entities under their administrative control for purchase of capital goods for manufacturing iron & steel products.

Appendix –B is not applicable to this enquiry/ tender.

3.4 The policy is also applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.

4. Tender procedure

4.1 The target of domestic value addition in iron and steel business activities has been set as contained in Appendix A and Appendix B of the policy.

4.2 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers/suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers/suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

4.3 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

- a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
- b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
- c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

5. Domestic value addition requirement

5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A.

5.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.

5.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the

procuring Government agency.

- 5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 5.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For Iron and Steel products

% Domestic value addition

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

6. Certification and audit

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

However, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft in favour of Procuring agency and shall be deposited to

procuring agency along with the complaint by the complainant. In case, the complaint is found to be incorrect, the procuring agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

- 6.5 Any complaint referred to the procuring agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the procuring agency within 2 weeks of filing the complaint.
- 6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment (i.e., Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher) will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.
- 6.8 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Procuring agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- 6.9 In case of detection of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:
 - a) Forfeiture of EMD/CPBG depending upon the stage of detection.
 - b) Banning of business dealings in line with the MRPL/EIL extant policy.

7. Implementation monitoring by Ministry of Steel

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

8. Reference to Ministry of Steel

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

**MINISTRY OF STEEL
NOTIFICATION**

New Delhi, the 31st December, 2020

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

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

Ministry of Steel

ID Division

Udyog Bhawan,

New Delhi 31st December, 2020

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

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

I - Amendments: Table 1

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

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

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

III - Additions / Insertions: Table 2

| Sl. No. | Added / Inserted Clause in DMI&SP revised, 2019 |
|---------|--|
| 1 | <p>Clause 5.1.13 is inserted below Clause 5.1.12 as:</p> <p>Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix- B of the DMI&SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.</p> |
| 2 | <p>Clause 6.9 is inserted below Clause 6.8 as:</p> <p>Clause 6.9: Specifications in Tenders and other procurement solicitations:</p> <p>6.9.1 Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.</p> <p>6.9.2 Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.</p> <p>6.9.3 Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.</p> <p>6.9.4 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.</p> <p>6.9.5 For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> |
| 3 | <p>Clause 6.10 is inserted below Clause 6.9 as:</p> <p>Clause 6.10: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP Policy.</p> |

IV - Revised Appendix A - Exclusive for domestically manufactured products

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

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

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

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

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

[F. No. S-13026/1/2020-IDD]

RASIKA CHAUBE, Addl. Secy.

MINISTRY OF STEEL**NOTIFICATION**

New Delhi, the 29th May, 2019

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

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

RASIKA CHAUBE, Addl. Secy.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019**1 Background**

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

2 Definitions

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

3 Exclusions

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

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

4 Standing Committee

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

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

5 Notifying Iron & Steel Products Procured by Government

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

- 5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.
- 5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.
- 5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.
- 5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.
- 5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.
- 6 Tender procedure for procurement by government and government agencies**
- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)
- 6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.
- 6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.
- 6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.
- 6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.
- 6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- 6.8.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
- 6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

7 Domestic value addition requirement

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

For Iron and Steel products

% Domestic value addition

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

For Capital Goods

% Domestic value addition

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

8 Certification and audit

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

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

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

9 Sanctions

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

10 Implementation monitoring by Ministry of Steel

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

Reference to Ministry of Steel

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

Appendix A - Exclusive for domestically manufactured products

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

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

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

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

Appendix B

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

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

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

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

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

Form-1

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

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

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

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

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

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>



**INTEGRATED LOAD SHEDDING SYSTEM PACKAGE
FOR MRPL REFINERY COMPLEX POWER SYSTEM
UPGRADATION PROJECT**



Attachment-3

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
Integrated Load Shedding System Package for Refinery Complex Power System Upgradation Project**

| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|------------------------------------|-----------------------|-------------------------|--|--|--------------------------|---|
| 1 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule Start of Detail Engineering - Within 1 Month from the date of LOA Placement to LSTK Contractor | Detailed Engineering will start based on clear input received from MRPL | Deviation | The relevant clause specifies the "Tentative Timeline" for the mentioned activities. However, all required input for starting of detail engineering have already been made available in the tender document. |
| 2 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule Start of Procurement Activities - Within 1.5 Month from the date of LOA Placement to LSTK Contractor | Start of Procurement Activities will be based on manufacturing clearance from MRPL on itemwise. | Deviation | The relevant clause specifies the "Tentative Timeline" for the mentioned activities. However, the activities for procurement of FO cables in line with the cable specification appearing in the tender document can be started immediately after the placement of LOA. |
| 3 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule Site Mobilization & Start of Site Enabling Work/ Erection/ Laying of Cables -Within 4 Month from the date of LOA Placement to LSTK Contractor | Site Mobilization & Start of Site Enabling Work/ Erection/ Laying of Cables will be based on materials reached at site. | Deviation | The relevant clause specifies the "Tentative Timeline" for the mentioned activities. |
| 4 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule 95% Engineering Completion - Within 7 Months from the date of LOA Placement to LSTK Contractor | 95% Engineering Completion will be based on clear input provided by MRPL. | Deviation | All inputs are made available in the tender document except the priorities of the loads for shedding purposes, which will be provided to the successful bidder/contractor at the right time. |
| 5 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule FAT of Controllers Within 9 Months from the date of LOA Placement to LSTK Contractor | FAT of Controllers will take 6 months from date of manufacturing clearance and drawing approval. | Deviation | The relevant clause specifies the "Tentative Timeline" for the mentioned activities. |
| 6 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule Material Supply Completion Within 10 Months from the date of LOA Placement to LSTK Contractor | Material Supply Completion will be depend on successful FAT and dispatch clearance from MRPL. | Deviation | The relevant clause specifies the "Tentative Timeline" for the mentioned activities. |
| 7 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule Mechanical Completion-Within 12 Months from the date of LOA Placement to LSTK Contractor | Mechanical Completion will be depend on material reach at site and front readiness for installation . | Deviation | The time period for achieving Mechanical Completion shall be a contractual obligation and shall be linked with "PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION" as per tender document. |
| 8 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule Commissioning Within 14 Months from the date of LOA Placement to LSTK Contractor | Commissioning will be depend on installation of materials and pre-testing of equipments along with required shutdown provided by MRPL | Deviation | Installation must be completed to achieve "Mechanical Completion" within 12 months from the placement of LOA. No Shutdown is envisaged as the specification calls for installation of Clip on type CTs & PT with MCBs for integrating the supplied MFM/MFT with existing system, however, if there is any requirement of shutdown for carrying out the works, same needs to be updated by the Contractor to MRPL during the execution stage and shall be provided by MRPL with mutual agreement from time to time. |
| 9 | Tender_320000905_Spec_VOL-I_of_II | | | Time schedule Performance Testing & Close-out Within 16 Months from the date of LOA Placement to LSTK Contractor | Performance Testing & Close-out will be depend on testing & commissioning of equipments along with required shutdown provided by MRPL | Deviation | Noted. |
| 10 | Tender_320000905_Spec_VOL-II_of_II | | | | Site readiness We understand that, Continuous shutdown for smooth integration & testing will be provided by MRPL wherever applicable | | The shutdown requirement shall be communicated by the contractor to MRPL for their consideration and shall be mutually agreed from time to time based on job requirement. |
| 11 | Tender_320000905_Spec_VOL-II_of_II | | 2.1 (16) | Supply of Mandatory spare | We understand that, supply of Mandatory spare shall be as per the list mentioned in specifications. | | Bidder understanding is correct. |
| 12 | Tender_320000905_Spec_VOL-II_of_II | | 11 (f) | OTDR Kit | Kindly share the details of OTDR KIT along with make | | Suggested Model: Fluke OptiFiber Pro OTDR |
| 13 | Tender_320000905_Spec_VOL-II_of_II | | 11 (g) | Laptop | We understand that , Dell/ HP make Laptop with below configuration shall be required in project. Kindly confirm. i5, 8GB RAM , 500GB HDD with 15" screen & Window10 OS | | Contractor to propose the details and make of the Laptop at detail engineering stage.subject to following minimum specifications: i7 latest processor, 16GB RAM, 1TB SSD hard disk with 15 inch screen. OS to be provided based on software compatibility. Laptop shall be provided with licensed Office, anti virus software along with other softwares required for Load Shedding System fault diagnosis at any point of time. Laptop shall have required ports for connecting to all the required equipment provided in the system and shall be supplied with 1 set of all cable hardware. |
| 14 | Tender_320000905_Spec_VOL-II_of_II | | 11 (e) | Printing Consumables | We understand that, Printing consumables means , supply of A4 paper will be in scope. Kindly confirm. | | All applicable consumables to be considered. |
| 15 | Tender_320000905_Spec_VOL-II_of_II | | 11 (d) | Fuse - 100% | Kindly provide the details of fuse. | | Contractor to propose the details of fuses (if applicable) at detail engineering stage. |
| 16 | Tender_320000905_Spec_VOL-II_of_II | | 11 (c) | MCT Blocks | Kindly provide the details of MCT Blocks | | Contractor to propose the details of MCT Blocks at detail engineering stage. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
Integrated Load Shedding System Package for Refinery Complex Power System Upgradation Project**

| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|------------------------------------|-----------------------|-------------------------|--|---|--------------------------|--|
| 17 | Tender_320000905_Spec_VOL-II_of_II | | 11 (b) | Barriers/Isolators/Relays/IEDs/Fieldbus Power Conditioner/Fieldbus Junction Boxes/other types of Junction Boxes/LCP Lamps/LCP Push Buttons/Selector Switches/ ESD Switches / Reset Switches, All types of Annunciator Cards, Power Supply Units | We understand that, supply of Barriers/Isolators/Relays/IEDs/Fieldbus Power Conditioner/Fieldbus Junction Boxes/other types of Junction Boxes/LCP Lamps/LCP Push Buttons/Selector Switches/ ESD Switches / Reset Switches, All types of Annunciator Cards, Power Supply Units is not applicable in Load shedding system. Kindly confirm | | Bidder to consider the Mandatory Spares which only are relevant according to the system to be designed by him. |
| 18 | Tender_320000771_Spec_VOL-II_of_II | | 7.5 | Fiber Optic Patch Panel | We understand that, separate network panel will not be required. Ethernet switch and LIU can be installed in RTU panel and same shall be acceptable . Kindly confirm | | Bidder to bid in line with the tender specification. |
| 19 | Tender_320000771_Spec_VOL-II_of_II | | 4 | The load shedding system shall communicate with the plant DCS (DCS of all three (3) CPPs) and mapping of essential information in the DCS shall be ensured. Graphics of the Load Shedding System shall be made available in the existing plant DCS | We understand that, Proposed Load shedding system shall communicate with DCS over Modbus TCP/IP protocol. Mapping of Essential information and Graphics in DCS system shall not be in scope. Vendor scope shall be limited till Load shedding system only. However Siemens will support for establishing the communication with DCS over said protocol. | | Bidder understanding is correct. However, Bidder shall consider the required communication hardwares for connection with plant DCS. |
| 20 | Tender_320000771_Spec_VOL-II_of_II | | 2.1(5) | For MFM connectivity, the Bidder must consider a separate cubicle for installing the ethernet switch which may be installed adjacent to the switchboard/ top of the switchboard in each substation, as per site condition | We understand that, MFM shall be installed in existing switchboard. Kindly confirm. Cutout and wiring in existing switchboard for installation and wiring shall be in scope of vendor. | | It is confirmed that MFM/MFT shall be installed in existing switchboards. As the MFM/MFT shall be DIN rail mounted, there will not be any requirement of panel cut-out. All required wiring shall be in the scope of Bidder. However, the relevant clause specifies the requirement of a separate cubicle for installation of ethernet switches. Bidder to comply. |
| 21 | Tender_320000771_Spec_VOL-II_of_II | | 2.1(7) | storage & handling, | We understand that, Covered storage space shall be provided by MRPL for storage of Panels and other IT Equipments. | | As the sub-stations to be integrated are already existing and have covered space available, panels can be directly shifted/unloaded at respective location. However, it shall be Bidder's responsibility to identify such spaces at each sub-station based on their requirement and take required permissions from MRPL. Material responsibility shall lie with the Contractor till successful handover. |
| 22 | Tender_320000771_Spec_VOL-II_of_II | | 2.1(12) | Obtaining statutory permits and confirmation, wherever required. | We understand that, MRPL will arrange shutdown for testing and commissioning of Load shedding system whenever required. Kindly confirm. | | The shutdown requirement shall be communicated by the contractor to MRPL for their consideration and shall be mutually agreed from time to time based on job requirement. |
| 23 | Tender_320000771_Spec_VOL-II_of_II | | 2.1(17) | One set of special tools & tackles. | We understand that, materials will be supplied as per spare list mentioned in clause 11. Special tools & Tackels is not applicable for Load shedding system. | | Noted. |
| 24 | Tender_320000771_Spec_VOL-II_of_II | | 3.7(i) | The load shedding system shall consider substation tripping as the last option. At first, it shall trip individual motors based on the priority list | We understand that, Group load shedding shall also be allowed to trip the motors . Kindly confirm | | Group Load Shedding is allowed, however, the grouping shall be dynamic in nature and in the control of operator who should be able to edit the groups as per the requirement. |
| 25 | Tender_320000771_Spec_VOL-II_of_II | | 3.7(p) | The load shedding system operating system shall preferably be based on Microsoft Windows. Latest compatible operating system must be considered (Windows11/ Windows Server 2022). | We understand that, Latest Operating system shall be supplied in HMI based on software compability .Kindly confirm. | | Confirmed. |
| 26 | Tender_320000771_Spec_VOL-II_of_II | | 3.7(v) | Programming/ setting of all existing and new MFM/IEDs | We understand that, existing MFM/IED will not communicate with Load shedding. Kindly confirm. | | Confirmed. |
| 27 | Tender_320000905_Spec_VOL-II_of_II | | 3.7 (dd) | Load shedding system shall have Oscillographic waveform recording facility with max 10 ms time sampling. | Oscillographic waveform recording facility with max 500 ms time sampling. | | Please follow Tender conditions. |
| 28 | Tender_320000771_Spec_VOL-II_of_II | | 3.7 (dd) | Load shedding system shall have Oscillographic waveform recording facility with max 10 ms time sampling. | | | Bidder query is not complete. Please follow Tender conditions. |
| 29 | Tender_320000771_Spec_VOL-II_of_II | | 6(g) | Integrated Load Shedding System shall be controller based RTU's only. PLC based system is not acceptable | We understand that, combination of RTU and IED based Load shedding system shall also be acceptable . Kindly confirm. | | Bidder to quote based on tender requirements. Controller based RTU shall be used in substations also. However, sharing of a RTU may be allowed among 2-3 substations with prior approval of the purchaser only if these 2-3 substations are located very close to one another and all of them are having very less number of I/Os. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
Integrated Load Shedding System Package for Refinery Complex Power System Upgradation Project**

| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|------------------------------------|-----------------------|-------------------------|--|---|--------------------------|--|
| 30 | Tender_320000771_Spec_VOL-II_of_II | | 6(j) | All substations shall be provided with controller based RTU for load shedding system. Breaker ON/ OFF status & lock our relay status of each breaker feeders shall be taken as Digital input (DI) in RTU. | We understand that, Load shedding system with combination of RTU/IED shall also be acceptable . Kindly confirm. | | Please refer to point no. 29 above. |
| 31 | Tender_320000771_Spec_VOL-II_of_II | | 7.7 | Ports: 10/100/1000 Base-TX IEEE 802.3af ports RJ 45 × 24, 1G SFP × 8. It shall be module type | We understand that, Port in Ethernet switch shall be design as per requirement with 20% spare . Kindly confirm. | | Confirmed. |
| 31.1 | Tender_320000905_Spec_VOL-II_of_II | | 3.7(j) | The tripping shall be restricted to only 6.6 kV feeders including motors and 6.6 kV switchboard incomers. No 415 V motor tripping is envisaged | We understand that, only 6.6kv Motor feeder and Incomer of 6.6kv shall participate in Load shedding . Hence as per feeder details provided in Annexure-6 . Kindly confirm. | | All feeders mentioned in Annexure-6 shall be considered for tripping except Contingency feeders and Buscouplers. |
| 31.2 | Tender_320000905_Spec_VOL-II_of_II | | 3.7(e) | As a standard arrangement, the Bidder shall consider to install DIN Rail mounted Multi Function Meter (MFM) with dual output of 4-20 mA or with dual port suitable for IEC-61850 protocol or with dual port suitable for MODBUS TCP/IP protocol (the selection of required protocol is in the scope of Bidder to guarantee the system performance as mentioned elsewhere in the document), along with clip-on CTs (which can be mounted in the secondary wire of the existing CTs) for all the generators, 6.6 kV motors, 33 kV and 6.6 kV switchboard incomers and other feeders, those are relevant to the load shedding system. | We understand that, MFM shall be supplied for Contingency feeders , Load shedding feeders as per per clause 3.7 (e) . Kindly confirm. | | All feeders as per Annexure-6 coming under the load shedding scheme shall be provided with MFM/ MFT. |
| 31.3 | Tender_320000905_Spec_VOL-I_of_II | | 1.0, 2.0, 3.0 | [ANNEXURE-III TO SPECIAL CONDITIONS OF CONTRACT] PAYMENT TERMS FOR CONTRACTS ON EPC LSTK BASIS | Please note in the terms of payment milestone payments are not capped and open ended. We kindly request you to cap each milestone payment with no of days say 15 or 30 days for release of payment from respective milestone date. | | Please refer to "Notes" for the Payment Terms appearing in page 381/481 of Volume-I. |
| 32 | | 21/131 | 3.7 e | Integrated load shedding system specific design basis/MFM with dual 4-20mA or dual IEC 61850 port | 1. We understand that RTU shall have redundancy in terms of CPU, Power Supply and communication only. And I/O's shall be non-redundant. Kindly confirm same. | | Bidder understanding is correct. However, I/O cards shall be hot swappable type. |
| 33 | | 24/131 | 3.7 f) | To detect loss of generator or 220 kV grid power supply, minimum two (2) type of input parameters must be considered/evaluated simultaneously | As per specification, For fast load shedding expected time is around 100 msec. For loss of generator, CB status will available in few msec (5-10 msec) however, if same needs to be confirmed from MFM then same may not be available within 100 msec since many MFMs require more than 100 msec to convert analog data in to digital data. So, if controller waits for two input then it will be very difficult for system to shed loads withing 100 msec. | | The bidder must consider to operate the load shedding system within 100 ms as a basic requirement. All other requirements shall come later in the order of precedence and shall be deliberated at detail engineering stage. Bidder is free to choose between MFM/MFT with 4 -20 mA output/ signals on IEC 61850 or modbu TCP/IP protocol to achieve faster communication as per their system requirement. |
| 34 | | 24/131 | 3.7 g) | Any requirement of multiplication of signals from the existing plant equipment/ control system/ PLC to detect the sensing of occurrence of event shall be included in the scope of the integrated load shedding system work. | Kindly provide substation wise details such as make, model of the existing plant equipment/ control system/ PLC which needs to be interfaced with Plant wide Load Shedding System. | | As the Bidder needs to consider a new MFM/MFT to be provided by himself for each and every feeder, the clause is no longer valid, in general. However, any specific input if required shall be provided during the detailed engineering stage. |
| 35 | | 24/131 | 3.7 k) | The trip command shall be directly connected to the circuit breaker trip coil, instead of routing through the multifunction relay | We understand that all breakers which will participate in load shedding system are remotely operatable and having spare contacts for monitoring close and open status. Kindly confirm. | | Bidder understanding is correct. |
| 36 | | 25/131 | 3.7 o) | The load shedding system shall be controlled/ operated from at least two locations, one from the existing CPP-3 control room area and other from the existing CPP-1/2 | Kindly confirm in case ICT fails between CPP-3 and CPP-1/2 will Load Shedding Solution will consider these areas as independent areas and perform load shedding as per their respective Load vs Generation or this is not valid scenario. Kindly confirm. | | Please refer to clause no. 6. (cc) in Page 33 of 67 in Volume-II. This will be considered as a valid scenario. |
| 37 | | 25/131 | 3.7 o) | The two controlling facilities shall be completely independent from each other so that in case any area/ CPP is out of order, the other control system can work without any problem. | 1. We understand that in case of failure of any OWS/EWS shall not affect complete system and complete operation of plant shall be possible via any OWS/EWS. 2. Kindly confirm whether any redundancy requirement in terms of redundant controller offered in CPP 1-2 and CPP-3 as well | | 1. Bidder understanding is correct 2. Please follow tender specifications.(Please refer to Annexure-4 for redundancy in the entire Load Shedding System.) |

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| 38 | | 26/131 | 3.7 v) | Programming/ setting of all existing and new MFM/IEDs which will be connected to the load shedding system, shall be included in the scope of work of the load shedding system package. | We understand that existing Numerical relays integration with load shedding system is not envisaged in this project. For monitoring the actual power New MFMs needs to be installed at switchgear panels by bidder. Kindly confirm. | | Bidder understanding is correct. |
| 39 | | 27/131 | 4 | PROPOSED ARCHITECTURE | We understand that proposed Load Shedding/SCADA solution shall communicate with DCS over Modbus TCP-IP protocol. Kindly confirm. | | For considering communication from load shedding system to DCS through Modbus TCP/IP, the load shedding system supplier shall supply firewall and consider configuration of the same in his scope. Further the load shedding supplier shall provide technical support limited to the supplied system for the data mapping to MRPL. DCS graphics shall be implemented by MRPL based on schematic provided by the load shed supplier. Necessary cyber security requirements shall be installed at load shedding system end by the supplier of load shedding system. |
| 40 | | 34/131 | 6 PP) SYSTEM/ EQUIPMENT SPECIFICATION/ REQUIREMENTS | The Load Shedding software shall be able to store SOEs with 10 ms time-stamping resolution on a common platform from all the connected relays on IEC-61850 protocols in order of the time of occurrence of an event in device. | 1. Kindly confirm whether any integration of existing Numerical relays required with LSS system. 2. If Yes, kindly provide SS wise Numerical relays quantity with protocol and communication port details with Make & Model 3. We understand that MRPL will provide necessary ICD files for Numerical relays in case integration required with LSS (Load Shedding System) | | 1. There is no requirement of integration with existing numerical relay. Bidder to supply all MFM/MFT and relays for measuring frequency related inputs (such as frequency, df/dt etc.) from generators/ generating buses that will be required for executing frequency based back-up load shedding. There will be total 16 generation buses (3 nos. at 11 kV and 13 nos. at 33 kV) and total 2 grid buses at 220 kV that will require the frequency relays. 2. Refer to reply in point no. 1 above. 3. This point is not applicable as explained in point-1 above. |
| 41 | | 41/131 | 7.7 L2 Ethernet Network Switch | | Kindly confirm conformal coating required in ethernet switches or not ? | | Bidder should also consider conformal coating for ethernet switches. |
| 42 | | 75/131 | Annexure-6 | Feeder List of Integrated Load Shedding System | 1. We understand that separate RTU required in each substation for load shedding purpose and no integration with existing Numerical relays or existing SCADA system is allowed for load shedding purpose. 2. We understand that existing Numerical relays/MFM can not be used of power measurement purpose. Bidder has to install new MFMs as mentioned in specification. | | 1. Bidder understanding is correct. 2. Bidder understanding is correct. |
| 43 | | 33/131 | 6 CC) | Under frequency based load shedding | 1. Kindly confirm whether supply of frequency relays will be in bidder scope or these relays are already available at site 2. In case there are existing relays for frequency based load shedding then kindly provide S/S wise quantity with Make/Model/Communication Port and protocol details for interface purpose. 3. In case new relays to be provided then kindly provide S/S wise qty to be provided for same. | | Please refer to point no. 40 above. |
| 44 | | 33/131 | 6 bb) | DI and DO per feeder | We understand that following signals needs to be monitored from each feeder, 1. Digital Input: Breaker ON, breaker OFF and breaker TRIP 2. Digital OP: Breaker Trip 3. Analog IP (4-20mA): Power Data | | 1. Digital Input for breaker TRIP will not be required. 2. Correct, however, redundant trip parallel commands to be considered. 3. Correct. However, bidder may choose between 4-20 mA signals or soft signals through IEC 61850 or MODBUS TCP-IP protocol as per their system design. Furthermore, as explained above, frequency related inputs should also be considered. |
| 45 | | | General | Control Cable Estimation | We shall compute control cable required for entire project, however we need confirmation on estimated quantity from MRPL. | | Noted. However, the confirmation shall be given at detail engineering/execution stage. Bidder has to suitably consider the quantity based on their system architecture. No additional compensation shall be provided in this regard. Bidder may do a detailed site survey for estimation prior to bid submission at their own cost. |
| 46 | | 51/131 | 9.10 Construction activities | scaffolding | We understand that scaffolding is not envisaged in this project. Kindly confirm. | | Scaffolding where ever required as per safety and job requirements need to be provided by Successful bidder. No additional compensation shall be provided in this regard. |

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| 47 | Vol-I of II | | | Overall Limitation to Liability: | To be part of PO: Not with standing anything in the Contract to the contrary and to the extent permitted by applicable law, (a) in no event shall either Party, its officers, directors, or employees be liable for any form of Incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages; and (b) the maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed the amounts actually received by the Seller under this Contract. | | No new clause is acceptable, please follow Tender conditions. |
| 48 | Vol-I of II | | | Termination by the Seller | The below clause to be part of PO. The Seller can terminate/ cancel the Contract with prior written notice of 30 days to the Buyer for any of the following reasons:- Insolvency, receivership or bankruptcy proceedings are commenced by or against the Buyer; Seller's payment are withheld /suspended beyond reasonable time limit; Buyer fails to fulfill its contractual obligations Any material breach or representations or warranties made was false or intentionally misleading when made. Buyer assigns or transfers the Contract or any right or interest herein other than in accordance with the Contract. Persistently fails to timely comply its obligations including approval/ certifications of drawings, documents, measurements or other inputs. The occurrence of Force Majeure event continues for 3 months or above. Buyer fails to take delivery of material due to whatever reasons for more than 3 months. Repetitive suspension of work due to reasons attributable to Buyer. A change in Law of any Government Authority, where performance of contractual obligations are not feasible or possible. Buyer fails to provide encumbrances free land for Project work or access or approach is restricted. In any case of termination and/or project being scraped/ purged for whatever reasons, the Seller shall receive from | | No new clause is acceptable, please follow Tender conditions. |

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| 49 | Vol-I of II | | | Termination of Convenience: | To be part of PO: "In any case of such termination and/or project being scraped/ purged for whatever reasons, the Seller shall receive from Buyer the full payment towards all the work performed, including but not limited to, certified or not; all payments due towards confirmed commitments with respect to costs of materials, goods and services ordered by the Seller with its Sub-contractor or Sub-suppliers for performance of this Contract, including the once delivered at site and/or are under transit, material under manufacturing at any factory or plants. The Seller shall also be entitled for payment with reasonable profit by the Buyer on the part of the terminated works; Payment of a sum representing 10% of the contract price as a termination fee. In addition, the Seller shall have all other rights and remedies to which he is entitled under this Contract and/or at law." | | No new clause is acceptable, please follow Tender conditions. |
| 50 | Vol-I of II | | | Covid19 disclaimer | To be part of PO: "Bidder reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic /pandemic including changes in laws, regulations, by laws or direction from a competent authority" | | No new clause is acceptable, please follow Tender conditions. |
| 51 | Vol-I of II | 195/481 | 8.21.0.0 | STATUTORY APPROVALS | We understand that Statutory Approvals are not applicable for Load Shedding Solution. Kindly Confirm. | | Bidder understanding is correct. |
| 52 | | General | General | | Whether load shedding RTU shall be considered for total 38 substations? Please confirm | | Yes. For number of total substation under the load shedding scheme, please refer to Annexure-6. Furthermore, please refer to point no. 29 above. |
| 53 | | 22 & 23 | Table-1 | | Whether CB Close DO also need to be considered for all the feeders under scope of work? | | CB Close DO is not required to be considered under the load shedding scheme. |
| 54 | | 24 & 26 | Table-1 Notes (g) | | Any existing plant systems needs to be integrated with the new load shedding system? Please confirm. | | All the electrical system are either existing, or shall be existing at the time of execution of the load shedding system package. However, integration with DCS is required. |
| 55 | | 24 & 26 | Table-1 Notes (j) | | We understand that only 6.6 KV feeders need to be considered for tripping under the load shedding scheme? Please confirm | | All feeders at 11 kV, 33 kV & 6.6 kV apart from the contingency feeders as per Annexure-6 shall be considered for tripping. |
| 56 | | 24 & 26 | Table-1 Notes (o) | | The load shedding system installed at CPP3 & CPP1/2 will have common configuration for the integrated load shedding? Please confirm. | | Bidder understanding is correct. |
| 57 | | 24 & 26 | Table-1 Notes (v) | | The details of the existing MFM/IEDs to be integrated with the load shedding system are missing. Please provide the details of same. | | As the Bidder needs to consider a new MFM/MFT to be provided by himself for each and every feeder, the clause is no longer valid, in general. |
| 58 | | 24 & 26 | Table-1 Notes (dd) | | Required more details on the oscillographic waveform recording feature mentioned at this point. | | Bidder should consider Voltage, Frequency, Power and Current waveform recording, as a minimum. |
| 59 | | 27 | Proposed Architecture | | Integration with DCS on which protocol? Please confirm | | Proposed Load shedding system shall communicate with DCS over Modbus TCP/IP protocol. Refer point No-39 above . |
| 60 | | 27 | Proposed Architecture | | Graphics of the load shedding system in the DCS. - As the DCS being third party system, please exclude this scope from LSS bidder. | | Bidder to refer to point no. 19 above. |
| 61 | | 33 | cc) | | UF & df/dt IEDs requirement and qty. - Please confirm whether there are any existing IEDs available required for the frequency based load shedding. Please confirm the quantity if any new devices are to be considered. | | Please refer to point no. 40 above. |

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| 62 | | 33 | ee) | | Please quantify the number of contingencies and number of load shedding stages. | | Please refer to clause no. 6. (cc) in Page 33 of 67 in Volume-II and clause no. 1.1: Project Background, for number of generators in the plant. No. of Contingency feeders have been provided in Annexure-8 6 as per our understanding, however, same needs to be updated by successful bidder as per their system design and approval from purchaser needs to be taken for the same. |
| 63 | | Annexure-4 | System Architecture | | RTU at each location shown as directly connected to the Main Controller and not through the switch. As per our understanding, these equipment will be connected with each other through the FO network through the Ethernet switches. Please confirm. | | Bidder understanding is correct. |
| 64 | | Annexure-6 | Feeder List | | S/S 1A & 3A are to be considered as SS-1 & SS-3 respectively. Please confirm. | | Please refer to Annexure 6 for S/S & feeder details. |
| 65 | | TERMS OF PAYMENTS | 3.1 DESIGN & DETAIL ENGINEERING SERVICES | | GE request for modification in payment terms as " 90% payment on Pro-rata basis against submission of drawings and documents within 30 days and balance 10% payment to be released within 90 days from the date of document submission" | | The payment terms must also be linked with approval process. Bidder to comply with the tender requirement. |
| 66 | | TERMS OF PAYMENTS | 3.2 SUPPLIES | | GE request for modification in payment terms as " 90% payment on Pro-rata basis against supply of materials at site within 30 days. Balance 10% Payment shall be released within 90 days from the date of supply. | | The payment terms for supply items have also been linked with erection process. Bidder to comply with the tender requirement. |
| 67 | | TERMS OF PAYMENTS | 3.3 ERECTION, CABLING & COMMISSIONING SERVICES | | GE request for modification in payment terms as " 90% payment on Pro-rata basis against completion of Erection/Cabling/Commissioning within 30 days and balance 10% payment to be released within 90 days from the date of completion of erection/cabling/commissioning. | | The payment terms for erection work related to any equipment have also been linked with testing & coommissioning process related to that particulat equipment. Bidder to comply with the tender requirement. |
| 68 | Tender_320000905_Spec_VOL-I_of_II | P379 3.3 Supplies (as per FORM SP-2) | 3.3 Supplies (as per FORM SP-2) Payment terms | 10% Advance 25% against dispatch, 35% against delivery, 20% fabrication and erection/ installation, 5%, 5% | Honeywell is recommending payment for supply as below - •1st milestone 20% Advance against submission of ABG of same amount. •2nd milestone: 50% against dispatch of material at site. •3rd milestone: 30% within 15 days after receipt of material at site. Commissioning payment: 100% payment within 15 days from the date of completion of SAT and handover. | | Please follow tender conditions. |
| 69 | Tender No.: 320000905_Spec_VOL-II_of_II | Page 8 of 67 | 1 SCOPE OF WORK, TERMINAL POINTS AND EXCLUSIONS | MANDATORY SPARES/Supply of mandatory spares for 10 years of trouble-free operation and maintenance. | Request you to share delivery schedule of Mandatory Spares.We understand that Mandatory Spares is to be supplied after completion of Warranty period. | | To be supplied along with main supply and handed over to MRPL during PGTR & handover. Please refer to "Terms of Payment" clause no. 3.2 in page 378-379 of Tender document Volume-II as it is linked with payment. |
| 70 | Tender No.: 320000905_Spec_VOL-II_of_II | Page 8 of 67 | 2 SCOPE OF WORK, TERMINAL POINTS AND EXCLUSIONS | Supply of start-up/ commissioning/ engineering spares and consumables | Please share the list of cosumables which needs to be considered | | Supply of start-up/ commissioning/ engineering spares and consumables shall be decided based on the actual design and/or equipment requirements. |
| 71 | Tender No.: 320000905_Spec_VOL-I_of_II | Page 240 of 481 | 6.3.2 Erection and dismantling of steel and prefabricated structures | Store places should be so constructed that: a) there is no risk of structural steel or prefabricated parts falling or overturning; b) storage conditions generally ensure stability and avoid damage having regard to the method of storage and atmospheric conditions; c) racks are set on firm ground and designed so that units cannot move accidentally. | We understand dismantling of any structure and system is not in Bidders scope. iWe understand that Storage of material and its supervision is in M/s MRPL scope. | | 1. For dismantling of any structure or system, Bidder understanding is correct, in general. 2. For Storage & Supervision, please referto Point no. 21 above. |
| 72 | | | | Tender Bid submission extension. | At least 30 Days required for tender submission, Post Prebid replies. | | It is being extended to 10.10.2024. |
| 73 | Tender_320000905_Spec_VOL-II_of_II | P36-40 | 7.1 Technical Specifications / details | Technical Specifications / details | Supplied Load Shedding system should have basic cyber security protection of automated AV/OS patching for the applicable HMI nodes. | | Bidder to provide system in line with but not limited to the tender specifications. |
| 74 | Tender_320000905_Spec_VOL-I_of_II | P164 | 5.5.3.1 Engineering guarantee | Since residual process design and detailed engineering (including Hazop&Hazan as specified) is within the CONTRACTOR's scope has context menu | We understand residual process design (including Hazop&Hazan as specified) required shall be in MRPL scope | | Hazop & Hazan is not applicable for this package. |

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| 75 | Tender_320000905_Spec_VOL-II_of_II | P76 | Annexure-6: Feeder List of Integrated Load Shedding System | Feeder tags | a) Please specify the number of relays IO's (SI DI DO AI,) b) number of MFM per feeder to be provided, c) Please specify the count of SOE- DI and Non-SOE DI signals. | | a) No. of I/Os shall be decided by the bidder based on the inputs provided in the tender document. b) 1 MFM/MFT for normal feeder and 3 MFM/MFT for contingency feeder. c) No. of SOE shall be decided by the bidder based on the inputs provided in the tender document. In general, breaker ON feedback can be considered as Non-SOE signal and breaker OFF feedback shall be considered as SOE signal. |
| 76 | Tender_320000905_Spec_VOL-II_of_II | P10 | 22. Performance Guarantee: | g. Load Shedding Scenario Table Updation Time (OEM). For each contingency, load shedding scenario table based on the all setting, generation- demand calculation updation ~ Within 200 ms | Honeywell DFLS system relies on plant load to calculate the Bus Island-wise power generation along with individual load sheddable feeder-wise actual load and shed priority. So the pre-calculated shed bits are already updated in each RTUs and are instantaneously selected during a load shed contingency operation. All individual and cascade scenarios are pre-calculated in Honeywell DFLS program. Hence there is no post calculation required in Honeywell DFLS application due to which this point is not applicable for our system operation. Hence please remove this point. For total 40 nos. Load Shedding contingencies, load shedding pre-calculated scenario table based on the all setting, generation-demand calculation updation shall be within maximum 15 seconds | | Bidder query is not clear. The system shall be dynamic and updation is required in the load shedding scenario table based on the real time generation data. Bidders to note that the table updation time shall be as minimum as possible, but not more than 2 s. However, it must not have any implication on multiple contingency events/conditions. Bidder to take a note of this for their design consideration & quote accordingly. |
| 77 | Additional Clause | | Warranty | Warranties: Contractor warrants that at the time of delivery Contractor Products comply with applicable Contractor specifications and are free from material defects in workmanship and material for 24 months after date of delivery. Third party warranties, if any, are transferred to Owner to the extent Contractor has the right to transfer. Contractor will, at its option and as Owner's sole remedy, repair or replace defective Products, if returned to Contractor within the warranty period, and re-perform defective Services if notified to Contractor during the warranty period.. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer. Contractor has no obligation under this warranty unless Company maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Contractor's Product. Upon Contractor's request, Company will give Contractor access to these records for substantiating warranty claims. Contractor is not, and will not be, liable for defects attributable to: (a) noncompliance with Contractor's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Contractor or (e) any act or omission of Owner in maintaining or updating the systems. WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, | HAIL Request M/s MRPL to include this clause in tender. | | No new clause is acceptable, please follow Tender conditions. |

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| 78 | Additional Clause | | Intellectual Propoerty | <p>"Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations. Notwithstanding anything contrary contained, no right, title or interest in Intellectual Property provided by Contractor is transferred to Owner under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Contractor in connection with the Agreement, are the sole property of Contractor and Owner assigns any rights it may have in such Inventions to Contractor. Owner has no right or license to Intellectual Property or Inventions provided by Contractor, except as granted in the Agreement. Contractor and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Owner.</p> <p>Contractor will have no liability or obligation to defend and indemnify Owner with respect to claims of infringement arising out of or based on: (a) Deliverables supplied pursuant to Owner's designs, drawings or manufacturing specifications; (b) Deliverables used other than for their ordinary intended purpose as documented in the Product documentation; (c) any combination of the Deliverable with any article or service not furnished by Contractor; (d) use of other than the latest</p> | HAIL Request M/s MRPL to include this clause in tender. | | No new clause is acceptable, please follow Tender conditions. |
| 79 | Additional Clause | | Cancellation | <p>Cancellation: The MRPL right to cancel the contract under the terms after giving 30 days written notice to Contractor, aforesaid shall be without prejudice to any of its other rights and remedies against the successful tenderer. In the event of MRPL cancelling the contract, it shall not be liable to pay for any loss or compensation in respect of such cancellation except for payments to the Contractor for the work performed and services rendered till the date of such cancellation. Upon cancellation of contract, Contractor is discharged from all its obligations of any nature whatsoever.</p> | HAIL Request M/s MRPL to include this clause in tender. | | No new clause is acceptable, please follow Tender conditions. |
| 80 | Additional Clause | | Delayed Payments | <p>Delayed Payments: If Owner is delinquent in payment to Contractor, Contractor may at its option: (a) withhold performance until all delinquent amounts and late charges, if any, are paid; (b) repossess Products or software for which payment has not been made; (c) assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; (d) recover all costs of collection, including but not limited to reasonable attorneys' fees; (e) require Owner to provide Contractor with a payment Improvement plan on terms and conditions satisfactory to Contractor, as signed and assured by Owner's senior finance officer that may include, but not limited to, provision of additional security (e.g., bank guarantee, stand by Letter of Credit, corporate guarantee, etc.); and (f) combine any of the above rights and remedies as may be permitted by applicable law. If Owner causes delay, Contractor is entitled to adjust price, schedule and other affected terms including cost compensation arising out of such delay. These remedies are in addition to those available at law or in equity.</p> | HAIL Request M/s MRPL to include this clause in tender. | | No new clause is acceptable, please follow Tender conditions. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
Integrated Load Shedding System Package for Refinery Complex Power System Upgradation Project**

| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|-------------------------|---|--|--------------------------|---|
| 81 | Additional Clause | | ABAC | Anti-Bribery, Anti-Corruption: Both parties agree to comply with the applicable anti-bribery and anti- corruption laws, including FCPA laws and regulations. | HAIL Request M/s MRPL to include this clause in tender. | | No new clause is acceptable, please follow Tender conditions. |
| 82 | Tender_320000905_Spec_VOL-I_of_II | P190 | Limitation Of Liability | The aggregate liability of the CONTRACTOR to the OWNER (whether based on contract or tort, including negligence and strict or absolute liability) arising out of or under this Contract shall not exceed twenty percent (20%) of the Lump sum Price provided that no such limit shall apply in respect of: (I) any liability pursuant to CONTRACTOR's indemnity obligations under the contract; (ii) or any loss resulting from fraud, intentional or wilful misconduct or illegal or unlawful acts or omissions of CONTRACTOR, its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents; or (iii) any liability to rectify, repair, restore or replace any materials and/or works or deficiencies therein in terms of the Contract; (iv) any liability under clause 7.0.7.0 or Clause 7.0.9.0; AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the CONTRACTOR pursuant to the provisions of the Contract. | HAIL request M/s MRPL to delete clause (i) any liability pursuant to CONTRACTOR's indemnity obligations under the contract; | | No new clause is acceptable, please follow Tender conditions. |
| 83 | Additional Clause | | EULA | End User License Agreement | We would require acceptance and sign off on the EULA document by M/s MRPL at the time of PO placement. | | This will be deliberated and decided after award of order and shall not be binding on the purchaser. |
| 84 | Volume -I of II Technical Specification Scope of Work, Terminal Points and Exclusions | 5/481 | 4 | Duration of Contract/Contract Period Twelve (12) months for Mechanical Completion, Fourteen (14) months for Commissioning, Sixteen (16) months for Performance Testing & Close-out | Considering the scope of supply & associated services and as per our past experience in execution of similar jobs, we would request for 18 Months Duration from date of issue of LOA. | | Please follow Tender conditions. |
| 85 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 7/67 | 2.1 | Transportation, Delivery, Receiving and Unloading at site, Storage and handling at site of all equipment/ materials, Material Management | We understand that covered storage space with watch & ward shall be provided for storage of equipment to be supplied as a part of this project?Please confirm? | | Please refer to point no. 21 above. |
| 86 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | Jul-67 | 2.1 | Construction, Erection, Testing, Commissioning and Field Acceptance test, It is not the intent to completely specify all details of design and construction/ erection activities herein | We understand that the construction & erection shall be limited to Erection of Base Frames for supplied panels. Please confirm? | | Bidder understanding is correct. However, Bidder shall also consider the erection of required cable raceway system and any other supplied items by the bidder as per system requirements. |
| 87 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 7/67 | 2.1 | handing over of the INTEGRATED LOAD SHEDDING SYSTEM in the premises of MRPL Refinery Complex | We confirm the same till the end of our contractual delivery period, post that if commissioning gets delayed due to fronts not made available for commissioning/erection, then the reponsibility shall be in Tractebel/MRPL. Please note? | | Noted. |
| 88 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 7/67 | 2.1.3 | The bidder shall consider a length of 125 km of such FO cable in his quotation for supply and laying at site, for bid evaluation purpose. However, the Customer shall pay the contractor for the above mentioned 24F FO cable based on actual quantity that would be used at site as per the unit rate to be quoted by the bidder in item number 2.1 of Form SP-05 for supply and in item number 3.1 of Form SP-06 for laying, in the Price Bid Sheet. | Please clarify how contract variation will be taken care in ths subject case? We would request for consideration of certain minimum quantity(50 kms approx.) to be supplied mandatorily and subsequent additions during execution can happen at quoted unit rates? Please confirm? | | Please follow Tender conditions. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
Integrated Load Shedding System Package for Refinery Complex Power System Upgradation Project**

| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|-------------------------|--|---|--------------------------|---|
| 89 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 7/67 | 2.1.3 | All other cables shall be designed, estimated and supplied by the Bidder as per their detail engineering requirement. | Please clarify what is meant by all other cables including Supply & Laying/Termination Scope? | | Quantity has been specified only for FO cables that would be installed outdoor for Substation to Substation connections. All other cables shall be designed, estimated and supplied by the Bidder as per their detail engineering requirement, in line with tender specification. |
| 90 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 7/67 | 2.1.4 | The bidder shall consider a length of 2000 m of 300 mm wide perforated type GS cable trays along with necessary supporting system in his quotation for supply and installation at site, for bid evaluation purpose. However, the Customer shall pay the contractor for the above mentioned 300 mm wide trays along with necessary supporting system based on actual quantity that would be used at site as per the unit rate to be quoted by the bidder in item number 3.1 of Form SP-05 for supply and in item number 2.1 of Form SP-06 for installation, in the Price Bid Sheet. | Please clarify how contract variation will be taken care in this subject case? We would request for consideration of certain minimum quantity(500 Mtrs approx.) to be supplied mandatorily and subsequent additions during execution can happen at quoted unit rates? Please confirm? | | Please follow Tender conditions. |
| 91 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 8/67 | 8 | Erection of cable raceway system | We shall consider the supply of cable trays as per the distances provided in this specification. We request MRPL to consider the erection of cable raceway in their scope. Please confirm? | | Please follow Tender conditions. |
| 92 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 8/67 | 9 | laying, testing and termination of all cables. | We shall consider only the supply of FO cable as per the distances mentioned in this specification document. We request MRPL to consider all services like laying, testing and termination of cables in their scope. Please confirm? | | Please follow Tender conditions. |
| 93 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 8/67 | 12 | Obtaining statutory permits and confirmation, wherever required | We understand that being load shedding Application, no statutory approvals are applicable. Hence the subject clause shall not be applicable for this tender. Please confirm? | | Bidder understanding is correct. |
| 94 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 8/67 | 16 | Supply of mandatory spares for 10 year of trouble free operation and maintenance | We confirm the same for all ECS Hardware, Software along with all associated hardware except for IT Hardware like Servers, Workstations, Printers etc. Please confirm? | | For details of Mandatory Spares, please refer to clause no. 11 in Volume-II. |
| 95 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 8/67 | 17 | One set of special tools & tackles | Please specify the list of recommended tools being specified figure. | | As OEM/Supplier, Bidder to specify the list of special tools & tackles, if required. |
| 96 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 8/67 | 18 | Touch-up Paint at Site | We request MRPL to remove this clause. Please confirm? | | Touch-up paint may be required at site, depending upon the handling of equipment at site. |
| 97 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 9/67 | 23 (a) | The complete system shall be guaranteed for workmanship, materials, software and hardware for satisfactory performance for a period of 12 months from the date of successful commissioning after performance guarantee test. | We would request for acceptance of 12 months from the date of successful commissioning after performance guarantee test or 18 Months whichever is earlier? | | Please refer to Tender condition which states that guarantee shall be for 12 months from the date of successful performance guarantee test or 18 months from the date of Mechanical completion, whichever is earlier. |
| 98 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 9/67 | 23 (b) | The Contractor shall demonstrate the performance guarantee of the equipment and accessories offered by him. | We understand that the same shall be as per clause 22(g). Please re-confirm? | | Bidder understanding is correct. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
Integrated Load Shedding System Package for Refinery Complex Power System Upgradation Project**

| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|-------------------------|--|--|--------------------------|---|
| 99 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 10/67 | 23 (g) | Dynamic Fast Load Shedding - From event occurrence on limit violation till command up to Output from interposing relay - 100msec | We understand that this Fast Load Shedding Time shall be excluding Breaker Operation Time. Please confirm? | | Bidder understanding is correct. |
| 100 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 11/67 | 23 (g) | Interface with third party devices - Establishment of communication and integration with MFMs, IEDs, Numerical relays | ICD/SCD Files for Relays shall be provided to us from OEM. Please accept? | | No interface with existing relays/ MFM/MFT is envisaged, hence not applicable. |
| 101 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 10/67 | 23 (g) | Time Synchronization-To demonstrate synchronization with GPS system | Please clarify whether dedicated GPS Receiver is required or not. If yes please provide no of IRIG-B & NTP Ports? | | Customer will provide required GPS feeders. However, all cabling system shall be in Bidder's scope of work. |
| 102 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 11/67 | 22 (g) | Interface with third party devices - Establishment of communication and integration with MFMs, IEDs, Numerical relays | Any modification required at the third party end shall not in be in our scope. Please note. | | As the Bidder needs to consider a new MFM/MFT to be provided by himself for each and every feeder, the clause is no longer valid, in general. |
| 103 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 12/67 | 24 (b) | Training - four (4) batches, 5-7 days per batch | Maximum participants per batch shall be 5 with course duration of 5 days. Please confirm? | | Please follow Tender conditions. |
| 104 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 12/67 | 26 | complete the package in all respect and as required by local statutory regulations | We understand that being load shedding Application, no statutory approvals are applicable. Hence the subject clause shall not be applicable for this tender. Please confirm? | | Bidder understanding is correct. |
| 105 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 13/67 | 2.3 (b) | the Contractor shall install/erect the cable raceway system required there to be used for the Load Shedding System, in consultation with Site-In-Charge. | We shall consider the supply of cable trays as per the distances provided in this specification. We request MRPL to consider the erection of cable raceway in their scope. Please confirm? | | Please follow Tender conditions. |
| 106 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 16/67 | 3.4 | Electrical installation and equipment (including auxiliaries) covered by this specification shall be designed and constructed for a minimum service life of 30 years | We confirm the same for all ECS Hardware, Software along with all associated hardware for minimum 10 years except for IT Hardware like Servers, Workstations, Printers etc. Please confirm? | | Please refer to Tender conditions as per Clause 3.4. |
| 107 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 17/67 | 3.5.2 | Area classification and equipment selection | We understand that the subject clause shall not be applicable since all ECS related equipment shall be placed in Safe Area only with Substations. Please accept? | | Bidder understanding is correct. |
| 108 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 17/67 | 3.5.3 | System earthing | Please re-clarify Earthing System scope from Earth Pits in the field to the RTU Panels in the Substation? | | Please refer to Tender conditions as per Clause 3.5.3. |
| 109 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 17/67 | 3.5.4 | Control Cables | We understand that the Control Cable Wiring shall be made available upto the Marshalling/System Panels to be supplied as a part of this project. Please confirm? Also Please confirm the distance from switchgear panel to Loadshedding / SCADA panel in respective substation. | | Please refer to Tender conditions as per Clause 3.5.4. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|-------------------------|---|---|--------------------------|---|
| 110 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 18/67 | 3.6.1 | installation work for all electrical equipment, cabling system, earthing system and lighting system | Being a load shedding / ECS Vendor, we would request for removal of installation work for earthing system, lighting system and all electrical equipment, cabling system. Please accept? | | Please follow Tender conditions. |
| 111 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 18/67 | 3.6.2 | Cabling System | We shall consider only the supply of cable trays & FO cable as per the distances provided in this specification document . We request MRPL to consider all other services like laying, testing and termination of cables in their scope including the erection of cable raceway in their scope. Please confirm? | | Please follow Tender conditions. |
| 112 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 19/67 | 3.6.3 | Earthing system | Please re-clarify Earthing System scope from Earth Pits in the field to the RTU Panels in the Substation? | | Please refer to Tender conditions as per Clause 3.6.3 |
| 113 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 21/67 | 3.7 (e) | Bidder shall consider to install DIN Rail mounted Multi Function Meter (MFM) with dual output of 4-20 mA or with dual port suitable for IEC-61850 protocol, along with clip-on CTs | The real time power measurement from different power sources (MW) like generators shall be taken from Multifunction Transducers with 4-20mA output directly hardwired to the proposed Analog Input card of Integrated load shedding shedding system., MRPL to confirm the availability of transducers in existing system ? If not available MFT's for critical signals (MW) shall be considered as a loose supply. MRPL to mount these transducers in the existing system. Please confirm? | | Bidder needs to consider a new MFM/MFT to be provided by himself for each and every feeder. |
| 114 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 21/67 | 3.7 (e) | IO List | We request MRPL / Tractebel to provide with the details pertaining to the following:- a. Complete IO list for the design of Integrated load shedding system. b. Signal list per feeder (DI Non SOE & DI SOE, DO, AI, AO) The above mandatory inputs are required for Technical Bid compilation. Please confirm? | | No. of I/Os and SOE shall be decided by the bidder based on the inputs provided in the tender document. |
| 115 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 25/67 | 3.7 (p) | The load shedding system operating system shall preferably be based on Microsoft Windows. Latest compatible operating system must be considered (Windows11/ Windows Server 2022) | We would strongly recommend Windows 10 LTSC 2021 for Workstations & Windows Server 2022 for Servers. Alternatively,if a bidder's system is not certified with this latest OS, then free upgrade has to be done before system handover to MRPL | | The requirement may be deliberated at execution stage as it does not have any significant impact on the cost. |
| 116 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 25/67 | 3.7 (r) | The time stamping resolution shall be restricted to maximum 1 ms and the accuracy shall be within 0.5 ms. | The Time stamping resolution shall be +/- 1 ms. Please accept? | | Please follow Tender conditions. |
| 117 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 26/67 | 3.7 (v) | Programming/ setting of all existing and new MFM/IEDs which will be connected to the load shedding system, shall be included in the scope of work of the load shedding system package | ICD/SCD Files shall be provided to us from OEM.Please accept? List of MFM with make/model to be shared | | As the Bidder needs to consider a new MFM/MFT to be provided by himself for each and every feeder, the clause is no longer valid, in general. |
| 118 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 26/67 | 3.7 (w) | optional rate for 5 year AMC (post warrantee period) to be quoted (Year wise) by the Bidder which shall not be used for evaluation | The AMC refers to both Resident Engineer & preventive based. We Request MRPL / Tractebel to Confirm on the AMC modality? | | Please refer to Tender conditions as per Clause 3.7(z) |
| 119 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 26/67 | 3.7 (dd) | Load shedding system shall have Oscillographic waveform recording facility with max 10 ms time sampling | Please clarify what is meant by Oscillographic waveform recording facility? | | Bidder should consider Voltage, Frequency, Power & Current waveform recording, as a minimum. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|-------------------------|---|--|--------------------------|---|
| 120 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 27/67 | 4 | The I/O modules shall have redundant communication among each other | We understand that Non-Redundant IO Cards with Redundant IO Interface per IO Rack shall be provided. Please re-confirm? | | Bidder understanding is correct. However, I/O cards shall be hot swappable type. |
| 121 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 27/67 | 4 | Each substation shall house redundant communication switches suitable for fiber optic cable termination. This communication switches shall communicate with the existing IEDs | Looping of Relays mounted inside the switchboards with the existing switchboard switches will be in the scope of MRPL. We request MRPL to provide with the qty of IED/NR along with the communication protocol? ICD/SCD Files shall be provided to us from OEM. Please confirm? | | As the Bidder needs to consider a new MFM/MFT to be provided by himself for each and every feeder, the clause is no longer valid, in general. |
| 122 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 27/67 | 4 | The load shedding system shall communicate with the plant DCS (DCS of all three (3) CPPs) and mapping of essential information in the DCS shall be ensured. Graphics of the Load Shedding System shall be made available in the existing plant DCS. | The Communication protocol for the interface to DCS shall be wither on Modbus or OPC. All the cable between the Loadshedding system and DCS panels along with any hardware at DCS end shall be in the scope of MRPL. Please confirm? LS system scope will be only to provide data and not any engineering activity -hardware or software in the plant DCS. LS system will not be responsible for any delay in updation of data in DCS. | | Bidder understanding is correct. However, Bidder shall consider the required communication hardwares & cables for connection with plant DCS. |
| 123 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 28/67 | 5 | Scope coverage of Existing substations of Phase-1, Phase-2 & Phase-3 in the proposed Integrated load shedding scheme | We request MRPL / Tractebel to provide with the details pertaining to the following:- a. Complete IO list for the design of Integrated load shedding system. b. Signal list per feeder (DI Non SOE & DI SOE, DO, AI, AO) The above mandatory inputs are required for Technical Bid compilation. Please confirm? | | No. of I/Os and SOE shall be decided by the bidder based on the inputs provided in the tender document. |
| 124 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 32/67 | 6 (t) | The digital input/ digital output card shall be fast acting and DI shall have SOE scan rate of 1 ms. | 1 ms SOE shall be applicable only for critical DI's and not for other DI & DO Signals. Please accept? | | Noted. |
| 125 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 32/67 | 6 (u) | The IO cards used in the controller unit shall be standard and should be swappable in any of the unit. There should be facility of replacement of IO card with the system charged and running without any interruption and disturbance to the load shedding system. | We understand that Controller shall be hot swappable as well with possibility of online upgrade/modification without any cold restart. Please accept? | | Noted. |
| 126 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 34/67 | 6 (oo) | The protocol for communication between controller based RTU & Integrated load shedding server shall be IEC61850 without use of any protocol convertor. | The communication between offered Controller & Load Shedding Servers shall be Ethernet TCP/IP as per OEM Standard. Please accept? | | The requirement may be deliberated at execution stage as it does not have any significant impact on the cost. |
| 127 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 34/67 | 6 (pp) | The Load Shedding software shall be able to store SOEs with 10 ms time-stamping resolution on a common platform from all the connected relays on IEC-61850 protocols in order of the time of occurrence of an event in device. | SOE for critical DI's shall be 1 msec, for all other signals it shall be as per application scan time. Please note? | | Noted. |
| 128 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 34/67 | 6 (pp) | The Load Shedding software shall be able to store SOEs with 10 ms time-stamping resolution on a common platform from all the connected relays on IEC-61850 protocols in order of the time of occurrence of an event in device. | The software shall be able to store SOEs with 1 ms time-stamping resolution on a common platform from all the critical DI/DO | | Noted. |
| 129 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 41/67 | 7.8 | Multi Function Meter (MFM) | For the acquisition of MW value to load shedding system, we request MRPL to provide with 4-20 mA signal. Supply of Multi Function Meter (MFM) shall be in the scope of MRPL. Please Confirm? | | Please follow Tender conditions. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|-------------------------|--|--|--------------------------|--|
| 130 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 41/67 | 7.9 (a) | Industrial Grade CPU / Monitor | Offered Workstations shall be Commercial Grade suitable for 365 x 24 x 7 continuous operation. Same has been supplied and are working successfully in multiple IOCL Refineries for ECS Application. Please accept? | | Please refer to Tender conditions as per Clause 7.9 (a). |
| 131 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 41/67 | 7.9 (c) | Monitor size shall be minimum 42 inches. | We would request for acceptance of 23" Monitors in lieu of 42". | | Please refer to Tender conditions as per Clause 7.9 ©. |
| 132 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 41/67 | 7.9 (d) | All required software (related to LSS, MS Office, anti-virus) with applicable lifetime license and upgrade facility to be considered. | All the required software related to LSS, MS office & anti-virus shall be delivered as per latest. There is no inclusion of lifetime license and upgrade facility. Please Accept? | | Please follow Tender conditions. |
| 133 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 41/67 | 7.9 (f) | Hard disc shall be SSD type | We would offer HDD type of hard disk. Please Accept? | | Please follow Tender conditions. |
| 134 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 42/67 | 8 | Vendor List | Being a load shedding / ECS Vendor, the makes applicable for Loadshedding scope shall be applicable. Please note? | | Noted. Also, please note that the Tender document has provision for adding new vendors with customer's approval. |
| 135 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 42/67 | 8 (7) | Ethernet Switches-ALLIED TELESYS/ CISCO/ DELL/ D-LINK/ EMULEX/ FOXBRO/ HIRSCHMANN/ HONEYWELL/ HP/ LANTECH/ MOXA/ NORTEL/ ROCKWELL/ SAN TELEQUIP/ SIEMENS/ STALLION/ SYSTECH CORPORATION | We would request for acceptance of O Ring Make Switches as well. | | Noted. Please refer to the note at the end of the vendor list. |
| 136 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 42/67 | 8 (6) | FO Cables-ABB INDIA LIMITED/ ALLED TELESYS/ AMP APAR INDUSTRIES LTD/ BELDEN/ BIRLA CABLE LIMITED/ D-LINK/ DIGILINK/ FINOLEX CABLES/ HUBER+SUHNER/ LUCENT-AT & T/ OPTEL/ PHOENIX CONTACT/ R&M/ RPG CABLES- KEC INTERNATIONAL/ SIEMENS/ TYCO | We would request for acceptance of HFCL/Birlacables as well | | Noted. Please refer to the note at the end of the vendor list. |
| 137 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 42,43/67 | 8 (11) | Consoles/Cabinets-CONTROL SYSTEM ENGINEERS/ ELECTRONIC INSTRUMENTATION & CONTROL PVT. LTD. ENCLOTEK/HOFFMAN/ INDUSTRIAL CONTROLS & APPLIANCES PVT. LTD./ LOTUS/ PYROTECH INDIA ELECTRONICS PVT.LTD./ RITTAL/ SCHNEIDER ELECTRIC | We would request for acceptance of bidder's standard console makes as well. | | Noted. Please refer to the note at the end of the vendor list. |
| 138 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 43/67 | 13 | Structural Steel-Tata, Vizag, SAIL, IISCO, JISCO, Jindal, Essar, Hindustan, Sujana | We would request for acceptance of bidder's standard SS makes as well. | | Noted. Please refer to the note at the end of the vendor list. |
| 139 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 44/67 | 9 | Safety Practises during Construction | Being a load shedding / ECS Vendor, the same is not applicable and we would request for removal of this clause which includes Construction work. Please accept? | | Please follow Tender conditions as it is a composite work. |
| 140 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 56/67 | 10.1.3 | Type tests | Offered Controllers & RTU's are already tested as per relevant EN/CE/UL standards which shall be provided during detailed engineering. Any new type test is not envisaged. Please note. | | Type Test Report is acceptable as per Tender document with some conditions. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|--------------------------------------|---|--|--------------------------|---|
| 141 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 56/67 | 10.1.4 | Site Tests | All the Site Tests shall be as per our standard Site Acceptance Test (SAT) protocol which shall be provided during detailed engineering. Any new sites test is not envisaged. Please note. | | SAT protocol to be submitted for approval and any requirement in line with the tender, if applicable, shall be complied with. |
| 142 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 56,63/67 | 10.1.5 - 10.2.1 | Type tests - Power and Control cables. | Please note the same is not applicable. | | Type Test Report is acceptable as per Tender document with some conditions. |
| 143 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 65/67 | 11.1 (b) | Mandatory Spares - Barriers/Isolators/Relays/Fieldbus Power Conditioner/Fieldbus Junction Boxes/other types of Junction Boxes/LCP Lamps/LCP Push Buttons/Selector Switches/ ESD Switches / Reset Switches, All types of Annunciator Cards | Since we are not supplying the same as a part of main Load Shedding Scope, Mandatory spares shall not be applicable. Please note? | | Please follow Tender conditions as it is a composite work. |
| 144 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 65/67 | 11.1 (f) | Mandatory Spares - OTDR Kits | Since we are not supplying the same as a part of main Load Shedding Scope, Mandatory spares shall not be applicable. Please note? | | Please follow Tender conditions as it is a composite work. |
| 145 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 127/131 | 1 | Annexure-8 AMC Specification | We Would request MRPL / Tractebel to opt for Non-comprehensive PWAMC. Please Confirm? | | Please refer to Tender conditions as per Annexure-8. It is confirmed that the PWAMC is non-comprehensive type |
| 146 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 127/131 | 1 | Annexure-8 AMC Specification | The AMC refers to both Resident Engineer & preventive based. We Request MRPL / Tractebel to Confirm on the AMC modality? | | Please refer to Annexure - 8 for scope of work. |
| 147 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 127/131 | 1 | Annexure-8 AMC Specification (CAT-1, CAT-2, CAT-3) | The AMC refers to both Resident Engineer & preventive based. We Request MRPL / Tractebel to Confirm on the AMC modality? For deployment / response time of engineers. | | Please refer to Annexure-8 for scope of work. |
| 148 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 127/131 | 1 | Annexure-8 AMC Specification | During AMC there shall not be any major modifications like addition of new logic or addition of new Ios or schemes. However, required assistance for proper evaluation of such activity will be extended during AMC visits. Please Accept? | | Please refer to the scope as already mentioned in the AMC specification. Bidder to comply with the same. |
| 149 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 71/131 | Annexure-4 LSS Configuration Diagram | LVS Controller | Please provide the specifications of the LVS Controller since given data is not enough to quote for the requirement. | | Please refer to Annexure-4. No Supply of LVS is envisaged. |
| 150 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 32/131 | 6 (t) | SOE | Please confirm SOE is required for all the DI signals. | | Please refer to point no. 75 above. |
| 151 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | | IO List | Annexure-6 | Please confirm Annexure-6 is final for IO list reference | | Confirmed. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---|-----------------------|-------------------------|--|--|--------------------------|--|
| 152 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | 10/131 | | Load shedding scenario table updation time | | | Please refer to point no. 76 above. |
| 153 | Volume -II of II Technical Specification Scope of Work, Terminal Points and Exclusions | | | Underfrequency relay | | | Please refer to point no. 40 above. |
| 154 | | | General | UPS | We assume that for Load Shedding, UPS power supply shall be arrange by MRPL & not in Bidder Scope. Please confirm? | | MRPL will provide two 110 V DC and one 230 V AC utility supplies per substation including control buildings. Additionally, required no. of 110 V AC UPS feeder shall be provided for work stations. All applicable cabling shall be in Bidder's scope of supply. |
| 155 | | | General | Civil work of ECS | Any major civil work shall be in MRPL scope. | | Bidder understanding is correct in general. However, under the exceptional cases, small amount of civil work may be required to be done by the Contractor. |
| 156 | | | General | Numerical Relay / IED / Meter | We have not considered any supply of NR and MFM in this package. Please note. | | Frequency relays for the back-up frequency based load shedding & MFM/MFT for all feeders to be considered in the scope including installation. Refer to Point no. 40 of Addendum. |
| 157 | Volume-I of II: COMMERCIAL SECTION | 95/481 | 8.7.0.0 | Limitation of Liability of GCC | Limitation of Liability: Notwithstanding anything to the contrary contained in this Contract any other related or incidental document (i) neither Party shall be liable to the other for any indirect or consequential losses or damages including but not limited to any loss of profits, loss of production, loss of revenue or loss of use; and, (ii) the maximum aggregate cumulative liability of the ABB for any all claims arising out of or in connection with this Contract, shall in no event exceed 100% of the Contract price. | | Please follow Tender conditions. |
| 158 | Volume-I of II: COMMERCIAL SECTION | 367/481 | 71 | PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION of SCC | Liquidated Damages: Any delay attributed to the ABB beyond agreed date of delivery will attract Liquidated Damage (LD), as a genuine pre-estimated losses and not as penalty, at 0.5% per week or part thereof on the value of the undelivered portion only, subject to maximum 5% on the total value of the undelivered portion of supply or services, as applicable. However, in case of any delay for the reason not attributable to the ABB or due to force majeure conditions, the provision of liquidated damages shall not apply. Liquidated Damages shall be the exclusive and the sole remedy available to the Purchaser under this Contract (or Order), tort or any other law applicable for the time being in force. | | Please follow Tender conditions. |
| 159 | Volume-I of II: COMMERCIAL SECTION | 126/481 | 3.0.5.10 | Force Majeure" | Either Party shall not be liable to the other Party (except for responsibility to pay seller/supplier) for any force majeure event under this Contract. Any pandemic, epidemic, covid19 situation is treated as force majeure event. | | Please follow Tender conditions. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---------------------------------------|-------------------------------|--------------------------------|---|---|--------------------------|----------------------------------|
| 160 | | | General | Covid19 Clause | Covid19 Clause: In India, according to the Office Memorandum on Force Majeure Clause ("FMC") issued by Ministry of Finance No.F.18/4/2020-PPD dt. Feb 19, 2020 disruption of supply chains due to spread of corona virus in China or any other country will be covered in the Force Majeure Clause. Further in March, 2020 Government of India has declared Covid19 as a "notified disaster" and World Health Organization (WHO) has categorized Covid19 as a pandemic situation. The Parties [i.e. Purchaser and Seller] are aware of the current outbreak of the Covid19 worldwide which impacts or may impact the normal business and execution of this Contract. The Parties agree that ABB is entitled to any potential cost compensation, time extension, or other reasonably required adjustments in the Contract, if any consequences, whether directly or indirectly resulting out of, or in connection with the Covid19 outbreak, lead to delays in delivery of goods or provision of services, supplies or otherwise affect ABB's contractual obligations and/or duties. | | Please follow Tender conditions. |
| 161 | Volume-I of II: COMMERCIAL SECTION | 193/481 | 8.16.0.0 | Confidential Handling of Information of GCC | Either Party shall protect the confidential information disclosed by the other party provided under this Contract | | Noted. |
| 162 | | | | Contact Performance | In case ABB's performance is delayed due to any act of omission on the part of Purchaser or any third party engaged by Purchaser or the end customer then the ABB shall be given due extension of time for the completion of the scope, for a period not less than the duration of the resultant delay in the ABB's performance of the Contract. Purchaser shall grant appropriate cost compensation along with time extension to the ABB. | | Please follow Tender conditions. |
| 163 | Volume-I of II: COMMERCIAL SECTION | 116/481 117/481 367/481 | 2.7.0.0 + 2.8.0.0 + 70.0 | Cancellation of Contract + Suspension of Work and Supplies of GCC + SUSPENSION of SCC | ABB shall be entitled to claim payments from Purchaser for all supplies and/or services completed including work in progress till the date of any termination /expiry /cancel /suspension of this Contract.ABB shall be entitled to claim applicable interest rate from Purchaser for any delayed payments to ABB under this Contract. Purchaser will provide sixty (60) days prior written notice to ABB for any termination/suspension/cancellation of this Contract. ABB is entitled to terminate this Contract for any material breach by the Purchaser and ABB shall claim full costs compensation from the Purchaser to the extent of performance completed and work in progress status under this Contract. | | Please follow Tender conditions. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---------------------------------------|-----------------------|-------------------------|--|--|--------------------------|----------------------------------|
| 164 | Volume-I of II: COMMERCIAL SECTION | 162/481 369/481 | 5.4.0.0+ 74.0 | DEFECT LIABILITY PERIOD AND LATENT DEFECTS of GCC + DEFECT LIABILITY of SCC | <p>the DLP/Warranty period shall be twelve (12) months from the date of supply under this Contract (hereinafter referred to as "the Warranty Period"), which results during Warranty Period in the defective equipment, any defect for the reasons that is solely attributable ABB with the exceptions on following i.e. (i) anomalies arising from supplies or parts provided by the Purchaser without conforming to technical specification mutually agreed with the Supplier. (ii) normal abrasion, normal corrosion or normal wear and tear of the supplies. (iii) use or storage of the Equipment that does not comply with technical specifications agreed by both Parties. (iv) in the event of repair, modification, dismantling or reassembly connection of the Equipment not carried out by Supplier (v) incorrect use of equipment by the Purchaser.</p> <p>Latent Defects liability shall not be applicable to ABB under this Tender/Contract.</p> | | Please follow Tender conditions. |
| 165 | Volume-I of II: COMMERCIAL SECTION | 191/481 | 8.10.0.0 | PATENTS AND ROYALTIES of GCC | <p>It is clarified that all intellectual property rights under this Contract is limited and restricted to the right to use by the Purchaser for the limited purpose of this Contract only. all and any pre-existing intellectual property rights of ABB are not transferred under this Contract and ABB shall be exclusive owner and title holder for ABB pre-existing intellectual property rights and similarly for any third party owned pre-existing intellectual property rights will be exclusively owned by such third party/ies.</p> <p>Upon receipt of such timely notification by Purchaser, ABB may at its sole discretion decide at its own cost to conduct negotiations for the settlement of any claim of infringement or allegation of infringement and any litigation that may arise therefrom, to defend Purchaser or to indemnify Purchaser. Purchaser shall not make any admission which might be prejudicial to ABB. Purchaser shall, at the request of ABB, provide all reasonable assistance and information to ABB for the purpose of contesting the claim and conducting negotiations and litigation for the settlement thereof, and shall be compensated by ABB for all reasonable costs incurred in so doing; to procure the right to continue use of the Products; to modify the infringing Products to make them non-infringing; to replace the infringing Products with non-infringing functional equivalents; or to remove the infringing Products and refund the purchase price. ABB's obligations established in this Clause shall only apply provided that all of the following conditions are satisfied. (a) The claim arises out of the design, if any, manufacture of the Product or Purchaser's use of the Product.</p> | | Noted. |
| 166 | Volume-I of II: COMMERCIAL SECTION | 180/481 | SECTION-7 | TERMINATION of GCC | <p>Purchaser shall indemnify ABB from any third party claims if the reasons for the claim(s) are not solely attributable to ABB under this Contract</p> <p>Purchaser shall fully indemnify ABB for any statutory compliances that are applicable to the Purchaser under this Contract.</p> | | Please follow Tender conditions. |
| 167 | Volume-I of II: COMMERCIAL SECTION | 194/481 | 8.19.0.0 | Observance of Environmental Regulations and Environmental Protection of GCC | | | Bidder query is not complete. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---------------------------------------|-----------------------|-------------------------|--|---|--------------------------|----------------------------------|
| 168 | Volume-I of II: COMMERCIAL SECTION | 195/481 | 8.20.0.0 | Registration of the Contractor with Statutory Authorities | | | Bidder query is not complete. |
| 169 | Volume-I of II: COMMERCIAL SECTION | 195/481 | 8.21.0.0 | Statutory Approvals of GCC | | | Bidder query is not complete. |
| 170 | Volume-I of II: COMMERCIAL SECTION | 207/481 | SECTION-10, 10.0.0.0 | SAFETY CODE & REGULATIONS of GCC | | | Bidder query is not complete. |
| 171 | Volume-I of II: COMMERCIAL SECTION | 128/481 | 3.0.8.0 of SCC | TAXES AND DUTIES AND OTHER LEVIES | | | Bidder query is not complete. |
| 172 | Volume-I of II: COMMERCIAL SECTION | 315/481 | 19.0 of SCC | INDEMNITY BOND: | | | Bidder query is not complete. |
| 173 | Volume-I of II: COMMERCIAL SECTION | 315/481 | 20.0 of SCC | BROAD GUIDELINES FOR EFFECTIVE IMPLEMENTATION OF CONTRACT MANAGEMENT SYSTEM AND MEETING OF STATUTORY REQUIREMENTS IN ENGAGEMENT OF SECONDARY WORKFORCE | | | Bidder query is not complete. |
| 174 | Volume-I of II: COMMERCIAL SECTION | 317/481 | 21.0 of SCC | GENERAL GUIDELINES TO SUPPLIERS (AS APPLICABLE) FOR ENVIRONMENT AND ENERGY COMPATIBILITY | | | Bidder query is not complete. |
| 175 | Volume-I of II: COMMERCIAL SECTION | 318/481 | 22.0 of SCC | GENERAL GUIDELINES TO SERVICE PROVIDERS (AS APPLICABLE) FOR ENVIRONMENT AND ENERGY COMPATIBILITY | | | Bidder query is not complete. |
| 176 | | | General | Raw Material, Commodities, Transportation and Other Critical Components | Raw Material, Commodities, Transportation and Other Critical Components The Parties hereby recognize the existence of a global severe shortage of electronic components (including, but not limited to, semiconductors), as well of market volatility in the availability and cost of other raw materials, commodities, transportation, and other critical components and/or elements, for an unpredictable period of time, which may impact normal business and the execution of the scope of delivery in a way and with a timing beyond ABB's control (hereinafter "Excusable Event"). Notwithstanding anything in the contract/terms and conditions/purchase order to the contrary, if after the date of ABB's proposal or order confirmation or during the term of the performance of the contract/purchase order/confirmed purchase order an Excusable Event occurs, so that the costs of the ABB's performance increase or ABB's performance obligations are materially adversely affected, temporarily or permanently prevented or delayed, ABB shall be relieved of any affected obligations and the Parties shall negotiate in good faith equitable adjustments of the ABB's obligations in terms of: a. Reasonable extensions of the original date of delivery or completion; b. Equitable adjustments in the price, to compensate ABB for any documented increase in components, raw materials, commodity and/or transportation costs; c. Possible reductions of the contractually owed quantity of | | Please follow Tender conditions. |
| 177 | | | General | Title and Ownership | Transfer of ownership to the Purchaser shall be only after complete payment to ABB. The risk of the asset/item/equipment shall transfer to Purchaser after delivery of items by ABB wherein the scope including safe custody and storage, safety and security with its associated responsibilities and costs of the delivered asset /item/ equipment shall be fully in Purchaser scope under this Contract. | | Please follow Tender conditions. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---------------------------------------|-----------------------|-------------------------|---|---|--------------------------|--|
| 178 | Volume-I of II: COMMERCIAL SECTION | 353/481 | 38 | BUILDING AND OTHER CONSTRUCTION WORKER'S ACT | In case of liability of paying cess under the Building and other Construction Workers Welfare Act (Re&CS) Act 1996 (BOCW Act) & BOCWW Cess Act by ABB, Purchaser shall fully reimburse the entire costs and expenses to ABB. | | Please follow Tender conditions. |
| 179 | Volume-I of II: COMMERCIAL SECTION | 308/481 | 14.2 | STATUTORY VARIATIONS OF TAXES/DUTIES of SCC | Statutory variation: Any increase in duties, taxes/levy of new duties/taxes under existing or future laws of State/Central Government including GST & any cost implication on account of change in law shall be paid / reimbursed extra by the Purchaser to ABB which includes for the scope of supply, services of both ABB & its vendor/sub-vendor directly to the end customer. | | Please follow Tender conditions. |
| 180 | | | General | Risk Purchase | Unless the maximum liquidated damages limit has reached and the reasons are solely attributable to ABB and reasonable cure period is provided to ABB to cure the defect and if the reasons for delay, non-performance by ABB is due to Force Majeure event, the Purchaser will not be entitled for right for remedy against ABB under this Contract to the extent of differential amount as per reasonable market price mutually agreed between ABB and Purchaser. | | Please follow Tender conditions. |
| 181 | Volume-I of II: COMMERCIAL SECTION | 189/481 | 8.5.0.0 | INDEMNITY AND INSURANCE of GCC | Transit insurance will be in Purchaser scope. There shall be no insurances in ABB scope. Incoterms 2020: Ex works- ABB premises | | Please follow Tender conditions. |
| 182 | | 303/481 | 13.0 Of | INSURANCE | | | Bidder query is not complete. |
| 183 | Volume-I of II: COMMERCIAL SECTION | 195/481 | 8.21.0.0 | Statutory Authorities of GCC | Any statutory approval required in this Tender/Contract including approvals required under laws such as registration with OISD SHALL NOT BE IN the scope of Bidder/ABB under this Tender/Contract and all statutory approvals required under this Tender/Contract shall be fully in the scope of responsibility and adherence of Purchaser. | | It is not applicable for this package. |
| 184 | | 357/481 | 48.0 of SCC | Statutory Approvals of SCC | | | Bidder query is not complete. |
| 185 | Volume-I of II: COMMERCIAL SECTION | 300/481 | 7.0 of SCC | VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER: of SCC | Police verification and statutory validations and verifications shall not be applicable to ABB under this Contract/Tender. ABB will submit letter /passport copy for resources engaged under this Tender. | | Please follow Tender conditions. |
| 186 | | | General | price escalation | The price as set forth in this Contract has been calculated based on the current prices for the component(s), part(s) and raw material(s) (the "Parts") required to manufacture the products. However, due to the volatility of the prices of the Parts, Seller may encounter significant and potentially unanticipated increases in Parts pricing. Seller agrees to employ its reasonable commercial efforts to maintain the Parts pricing used to determine the price of Products as set forth in this Contract]. However, in the event of an increase in Parts pricing, Seller shall notify Purchaser thereof, and Purchaser shall pay the relevant increased pricing. | | Please follow Tender conditions. |

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| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---------------------------------------|-----------------------|-----------------------------|---|--|--------------------------|--|
| 187 | Volume-I of II: COMMERCIAL SECTION | 314/481 | 15.0 of SCC | Clause 15.0 INTEGRITY PACT of SCC | Both Parties shall fully adhere and comply with all the applicable Indian laws including but not limited to laws, rules, regulations, decrees and/or official governmental orders relating to anti-bribery laws and anti-corruption, protecting human rights laws, anti-money laundering and anti-tax evasion laws, trade control and import/export laws ("integrity laws") applicable to the Parties and performance of this Contract in India. Parties hereby agree that only in the event of a non-compliance of integrity laws either party has a right to terminate this Contract after giving a written notice of thirty (30) days to cure the said non-compliance. ABB adheres with ABB Code of Conduct. | | Noted. |
| 188 | | | General | trade control | (a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect trans-actions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the Contract (collectively, "Trade Control Laws"). (b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the Contract neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or | | Noted. |
| 189 | | | General | Bank Guarantees | Bank Guarantee formats shall be as per mutually agreed format with fixed expiry date. Bank Guarantees shall not be assignable and shall not be transferable. | | Please follow Tender conditions. |
| 190 | | | General | Entire Agreement | Entire Agreement: This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of Parties with respect thereto made prior to the date of this Contract. | | Noted. |
| 191 | Volume-I of II: COMMERCIAL SECTION | 107/481 | 2.0.0.0 | Interpretation of Contract Document + Clause of GCC + Clause 1.7 of SCC | All deviations mentioned in this document shall be integral part and parcel of the Contract and shall supersede and prevail over any other T&Cs of the Contract | | Noted based on agreed/accepted/resolutions only. |
| 192 | Volume-I of II: COMMERCIAL SECTION | 107/481 108/481 | 2.0.1.2 & 2.0.1.6 of GCC | Subject to the provisions of Clause 2.0.1.3 hereof, in case of an irreconcilable contradiction in the commercial terms or conditions to the extent that the two provisions cannot co-exist, the following shall prevail in order of precedence. | The order of precedence of two parts of the SCC (only SCC mentioned) to be mentioned in the intended order of precedence to avoid any ambiguity amongst the SCC documents. | | To be dealt at the time of contract preparation. |

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 320000905 for
Integrated Load Shedding System Package for Refinery Complex Power System Upgradation Project**

| Sr. No. | Tender Spec. Vol. No. | Tender Spec. Page No. | Tender Spec. Clause No. | Description | Queries by Bidder | Clarification/ Deviation | Replies by Purchaser |
|---------|---------------------------------------|-----------------------|--|--|--|--------------------------|---|
| 193 | Volume-I of II: COMMERCIAL SECTION | 108/481 | 2.0.1.7 of GCC | Should there be any doubt or ambiguity in the interpretation of the Contract documents or contradiction therein or should there be any discernable error or omission in any Contract document, | Request MRPL to add the word <i>reasonably foreseeable</i> - should there be any " <i>reasonably foreseeable</i> " discernable error or omission.... | | Please follow Tender conditions. |
| 194 | Volume-I of II: COMMERCIAL SECTION | 115/481 | 2.6.2.0 of GCC | A Change Order may be initiated in case | Request MRPL for increase in timeline for change order claim to reasonable timeline or at least 28 days from issue of order of instruction from the mentioned 14 day timeline. Clause 69 of SCC mentions for this clause to be deleted. | | Please follow Tender conditions. |
| 195 | Volume-I of II: COMMERCIAL SECTION | 117/481 | 2.8.0.0 of GCC | SUSPENSION OF WORK AND SUPPLIES | For suspension of Works without reasons not attributable to the Contractor, compensation to be provided to the Contractor to cover the expenses incurred during the suspension period(s). | | Please follow Tender conditions. |
| 196 | Volume-I of II: COMMERCIAL SECTION | 143/481 | 4.3.10.0 of GCC | The extension of time shall be the sole remedy of the CONTRACTOR for any cause or event of delay and the CONTRACTOR shall not be entitled in addition to or in lieu of such extension, to claim any damages or compensation for extended stay or otherwise whether under the law governing contracts or quasi-contracts or any other relationship, and the CONTRACTOR hereby waives and disclaims any and all contrary rights. | Request MRPL to delete this clause. For delays not attributable to Contractor, compensation shall be paid to the Contractor to cover for the incurred. | | Please follow Tender conditions. |
| 197 | Volume-I of II: COMMERCIAL SECTION | 297/481 | 1.6 of the SCC | The Engineer-in-charge for this project will be DGM (Projects) and Bill certification Authority will be CGM (Projects). | In the said clause DGM (Projects) is defined as the EIC and in definitions of GCC PMC/Consultant is defined as the EIC. We seek clarification on the authority (Actual EIC) to provide instructions to the Contractor. | | EIC is PMC in this case, who will certify the bills. |
| 198 | Volume-I of II: COMMERCIAL SECTION | 297/481 | 1.7 of SCC | In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings and/or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in descending order of precedence: | We request MRPL to please clarify: on which order of precedence to be considered. | | It is specified as descending order. |
| 199 | Volume-I of II: COMMERCIAL SECTION | 353/481 | 38 of SCC | BUILDING AND OTHER CONSTRUCTION WORKER'S ACT | We seek clarification if BOCW cess is applicable for this Contract. Please confirm | | The project work shall be inside the existing Refinery Complex premises. |
| 200 | Volume-I of II: COMMERCIAL SECTION | 361/481 | 55 of GCC | UNDERGROUND AND OVERHEAD STRUCTURES | If the underground utilities are damages as a cause of the same not being reflected in the details provided by the owner / PMC then the same shall not be the liability of the Contractor. | | Noted. |
| 201 | Volume-I of II: COMMERCIAL SECTION | 367/481 | 69 of SCC point iii & iv | CHANGE OF QUANTITIES | Request for the rates of Variation / changes to be derived for existing BOQ (to be submitted by the Contractor) and not from CPWD & PWD SOR's. | | This will be a LSTK contract except FO cables for Outdoor installation and cable raceway system, which will be SOR items. |
| 202 | Volume-I of II: COMMERCIAL SECTION | 367/481 | 71 of SCC | PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION | Price adjustment for delay in execution of package beyond the Time Schedule is at 0.5% per week of delay maximum up to 5%. Also, Clause 7.0.7.0 of GCC gives separate provision of liquidated damages at 1% per week subject to maximum of 5%. Either of the damages should be sole remedy for the owner under the contract. We seek clarification on which condition applies and also request for calculation to be made at the rate of 0.5% of delayed / undelivered portion of Lump sum price and not full lumpsum price. | | Please follow Tender conditions. |
| 203 | Volume-I of II: COMMERCIAL SECTION | 372/481 | 80 of SCC | PENALTY CLAUSES: | We Request for deletion of the said clause as the Delay Damages are already provisioned by way of LD. | | Please follow Tender conditions. |
| 204 | Volume-I of II: COMMERCIAL SECTION | 377/481 | ANNEXURE-III Point 2.0 of Terms of Payment | MOBILIZATION ADVANCE: CONTRACTOR, if requested, shall be paid recoverable interest bearing Mobilization Advance up to a maximum of 10% (Ten Percent) of awarded Contract Value. The mobilization advance will attract an interest @ SBI lending rate prevailing at the time of release of payment plus 2%. | We Request Mobilization Advance to be interest free basis, to be recovered before release of 85% of Payment to the Contractor. | | Please follow Tender conditions. |