



**COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX,
WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS**



10.02.2021

AMENDMENT – VII (Commercial)

To

Tender No. PNMM/PC-176/E-4001 dated 24.09.2020

Subject: Coal to Methanol (C2M) Project through Coal Gasification route on Build-Own-Operate (BOO) Basis at Dankuni Coal Complex, West Bengal, India.

This is for information to all Bidders who are willing to participate in the subject Tender, that Amendment-VII (Commercial) dated 10.02.2021 is being issued and shall be read in conjunction to the Tender and subsequent Amendments issued till dated.

For & on behalf of
Coal India Limited

(P.R. Sahu)

**Addl. General Manager (M.M)
Projects & Development India Limited
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Sl. No.	Reference of Bidding Document				Existing Clause			Amended Clause
	Part / Sec	Page No.	Clause / Article No.	Subject / Heading				
	Section 1.0: INVITATION FOR BID (IFB)							
1.	1.0		5.0, E	COMPLETION PERIOD / CONSTRUCTION PERIOD	Mechanical Completion	36 Months		44 months
					Commissioning	41 Months		
	Section 2.0: PRE-QUALIFICATION CRITERIA (PQC)							
2.	2.0	3 OF 7	2.1.1	Coal Gasification Technology	Any other Coal gasification technology suppliers who fulfill the eligibility criteria as per EOI, published in 2017 by M/s CIL may be licensed subject to approval of CIL/PDIL.		Any other Coal gasification technology suppliers who fulfill the eligibility criteria as mentioned below, as per EOI, published in 2017 by M/s CIL,may be licensed subject to approval of CIL/PDIL: Quote: “3.0 PRE-QUALIFICATION CRITERIA 3.1 Technology/Technical Criteria: 3.1.1 Licensor should be capable of providing Basic Design Package for Coal	



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						<p><i>Gasifiers and associated equipment including Coal Preparation for gasifying coal from Raniganj coalfield with ash content up to 28% (at 60% RH and 40°C on I₁₀₀ Basis) on commercial basis. The objective is to process Raniganj coal for gasification to produce Syngas for Methanol production. Approximate coal analysis is enclosed at Annexure-1 for reference and considerations.</i></p> <p><i>Licensors shall submit the details of process in support of smooth operation of gasification plant with the subject coal.</i></p> <p>3.1.2 The Coal gasification technology shall be such that;</p> <p>3.1.2.1 Syngas exit gasifier is at a pressure of 40 Bar</p> <p>3.1.2.2 Methane content in the Syngas exit gasifier is less than 1% (one percent)</p> <p>3.1.2.3 Presence of Phenolics and other tarry materials in the Syngas exit gasifier is</p>
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						<p><i>negligible.</i></p> <p><i>3.1.2.4 the other by- products of the coal gasification process is negligible.</i></p> <p><i>3.1 .3 The Coal Gasification technology of the Licensor shall have at least one proven operating plant having one or multiple coal gasifiers operating successfully on commercial basis and producing raw Syngas (CO+2H₂) exiting the Gasifier equivalent to minimum quantity of 1 ,44,000 Nm³/Hr of (CO+2H₂) at 25 Bar pressure. If the reference plant of the licensor has anoutput capacity of less than 1,44,000 Nm³/hr, the licensor would have to submit a certificate that their technology is scalable to produce 1,44,000 Nm³/hr of (CO+2H₂). The Licensor shall provide details of at least one plant which has operated commercially, for a minimum period of 4000 continuous hours in 12 months</i></p>
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					<p>period at 80% of the designed capacity of the gasifiers, in the last 7 years period from the date of issue of the this EOI.</p> <p>3.1.4 The Licensor would have to specify the quantity of raw coal consumption (as applicable) in metric tonnes per day (MTPD), the quantity of ash produced by the process for production of 180000 Nm³/hr of Syngas in MTPD in their technology.</p> <p>3.1.5 The reference unit shall be non-captive (not wholly owned by Licensor) and shall be located in a country outside the Licensors country i.e. the country of the Licensors registered office.</p> <p>3.1.6 The Licensors shall be capable of furnishing the basic engineering design as per internationally accepted code of practice and <u>not as per code accepted in the Licensor's home country i.e. the country of the Licensors registered office.</u></p>
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						<p>3.1.7 Licensor shall submit documentary proof from their plant owner as operators in the form of plant logbooks and laboratory analysis OR any other documents to verify the quality and quantity of Coal (as applicable) processed and the throughput achieved in Gasifiers.</p> <p>3.1.8 The pre-qualification of licensors is only for Coal Gasification However, technology compatible for gas purification like Sulphur removal should be mentioned.....”</p> <p>Unquote.</p> <p>In case Bidder select the Coal Gasification Technology as per EOI published in 2017, Criteria under clause 2.1.1. shall also be applicable.</p> <p>(copy of EOI enclosed as Annexure-1.24),</p> <p>(except for changes mentioned above, all other contents of the para remains unchanged)</p>
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3.	2.0	4 OF 7	2.2.1	Experience Criteria	The Bidder should be an established BOO Operator and should possess experience of having successfully built Plants on BOO (Build, Own and Operate) basis in any one or more in the field of Coal gasification, Coal to Liquid, Coal to Chemical, Oil&Gas, Refinery, Hydrocarbon, Petrochemicals, Ammonia, Fertilizer and Methanol. Such plant should have been in satisfactory commercial operation for a continuous minimum period of one year in the last 10 years period reckoned from the last day of the preceding month in which the bids are opened.	The Bidder should be an established BOO Operator and should possess experience of having successfully built Plants on BOO (Build, Own and Operate) or EPC basis in any one or more in the field of Coal gasification, Coal to Liquid, Coal to Chemical, Oil & Gas, Refinery, Hydrocarbon, Petrochemicals, Ammonia, Fertilizer and Methanol. Such plant should have been in satisfactory commercial operation for a continuous minimum period of one year in the last 10 years period reckoned from the last day of the preceding month in which the bids are opened. (except for changes mentioned above, all other contents of the para remains unchanged)
4.	2.0	5 OF 7	2.3.1	FINANCIAL CRITERIA	2.3.1 Average Annual Financial Turnover a) The Average Annual Financial Turnover of the Bidder during the last 3 (three) preceding financial years i.e. 2019-20, 2018-2019, and 2017-2018 or calendar years 2019, 2018 and 2017 should be at least INR 17	2.3.1 Average Annual Financial Turnover a) The Average Annual Financial Turnover of the Bidder during any 3 (three) of the last 4 (four) preceding financial years i.e. 2019-20, 2018-2019, 2017-2018 and 2016-17 or calendar years 2019, 2018, 2017 and 2016 (or the financial year as applicable in the country of origin of Bidders' Parent Company, as



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					<p>billion or equivalent foreign currency.</p> <p>b) The Average Annual Financial Turnover of the each member of the Consortium/JV for the last 3 (three) preceding financial years i.e. 2019-20, 2018-2019, and 2017-2018 or calendar years 2019, 2018 and 2017 should be at least INR 8 billion or equivalent foreign currency.</p>	<p>applicable) should be at least INR 17 billion or equivalent foreign currency.</p> <p>b) The Average Annual Financial Turnover of the each member of the Consortium/JV for any 3 (three) the last 4 (four) preceding financial years i.e. 2019-20, 2018-2019, 2017-2018 and 2016-2017 or calendar years 2019, 2018, 2017 and 2016 (or the financial year as applicable in the country of origin of Bidders' Parent Company, as applicable) should be at least INR 8 billion or equivalent foreign currency.</p>
5.	2.0	5 OF 7	2.3.2	FINANCIAL CRITERIA	<p>Net Worth of the Bidder/each member of the Consortium or JV should be positive as on 31 March 2020 or calendar year 31 December 2019 as applicable.</p>	<p>Net Worth of the Bidder/each member of the Consortium or JV should be positive as on 31 March 2020 or calendar year 31 December 2019 or the financial year as applicable in the country of origin of Bidders' Parent Company, as applicable.</p>



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6.	2.0	6 of 7	2.3,	New Note: v.		<p>v. The credentials of the Holding Company and/or a Group Company (whether domestic or overseas) may be considered for fulfillment of Experience Criteria of a bidder, subject to submission of Letter of Undertaking/Support from the Holding Company and Group Company (in case reliance is placed upon the technical experience of the Group Company).</p> <p>For this purpose:</p> <p>“Holding Company” means, in relation to a company (“Subject”), any other company which (a) Controls the Subject; or (b) exercises or controls, directly or indirectly, more than one-half of the total share capital of the Subject;</p> <p>“Group Company” in relation to the Subject, means any other company (a) which is Controlled, directly or indirectly, by the Holding Company of the Subject; or (b)</p>
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					<p>more than one-half of whose total share capital is, directly or indirectly, exercised or controlled, by the Holding Company of the Subject;</p> <p>“Control” means, in relation to an entity, the power, ability or right, directly or indirectly, to direct the management and policy decisions and day to day operations of that entity, beneficial ownership of at least 51% (fifty one percent) of the voting shares or securities of that entity and/or to appoint the majority of directors on the board of that entity, whether through the ownership of voting share capital, by contract or management rights or any other means whatsoever.</p> <p>(except for changes mentioned above, all other contents of the para remains unchanged)</p>
	Section 3.0:EXHIBITS				



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7.	2.0	3 of 10 & 5 of 10	Item no. 5. Of EXHIBI T-1A & 1B	DESCRIPTION	5. Documentary proof from the owner in support of successful operation of plant for last one year.	The referred EXHIBIT-1A & 1B are amended (Rev. 1) and is enclosed as Attachment-1 to this Amendment. (except for changes mentioned above, all other contents of the para remains unchanged)
Section 4.0: SUBMISSION OF BID						
8.	4.0	Section 4.0		SUBMISSION OF BID	I/We hereby tender for design, build, own, lease, operate and maintain Methanol Production Plant(s) on BOO basis, transfer required product(s) T ENDER NO : PNMM/PC-176/E-4001 Price Format quoted by me/us are in accordance with Invitation for Bid, Instructions to Bidders, Schedule of Prices and other documents and papers, all as detailed in the Bidding documents.....	The referred Section 4.0 (SUBMISSION OF BID) is amended (Rev. 1) and is enclosed as Attachment-2 to this Amendment.
Section 5.0: INSTRUCTION TO BIDDERS						



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9.	5.0	6 OF 27	3.1	TIME SCHEDULE	<div>Bidder shall be required to complete the Work under the Contract Agreement so as to achieve the Guaranteed Completion Date in accordance with the following milestones:</div> <table><tr><td>a) MECHANICAL COMPLETION</td><td>36 (thirty six) Months from Effective Date of Contract Agreement</td></tr><tr><td>b) COMMISSIONING</td><td>41 (forty one) Months from Effective Date of Contract Agreement</td></tr></table>	a) MECHANICAL COMPLETION	36 (thirty six) Months from Effective Date of Contract Agreement	b) COMMISSIONING	41 (forty one) Months from Effective Date of Contract Agreement	Bidder shall be required to complete the Work under the Contract Agreement so as to achieve the guaranteed completion date within a period of 44 (forty four) months from the Effective Date of Contract (EDC).
a) MECHANICAL COMPLETION	36 (thirty six) Months from Effective Date of Contract Agreement									
b) COMMISSIONING	41 (forty one) Months from Effective Date of Contract Agreement									
10.	5.0	20 OF 27	21.2.1	EVALUATION AND COMPARISON OF BIDS	<div>* Discount Rate shall be considered as the YTM% p.a. (Annualized) of GSEC Rate for a tenure of 28-29 years plus 150 bps (risk premium) as on the day of opening of tender.</div> <div>Total Cash flow (Discounted @10% for 25 years) = $CC_{Methanol} \times Q_{Methanol} + P_{ROM\ Coal} \times Q_{ROM\ Coal} + \sum (P_{Utilities} \times Q_{Utilities})$</div>	<div>* Discount Rate shall be considered as the YTM% p.a. (Annualized) of GSEC Rate for a tenure of 28-29 years plus 150 bps (risk premium) as on the day of opening of tender.</div> <div>Total Cash flow (Discounted @ 40 YTM % for 25 years) = $CC_{Methanol} \times Q_{Methanol} + P_{ROM\ Coal} \times Q_{ROM\ Coal} + \sum (P_{Utilities} \times Q_{Utilities})$</div>				



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					$\frac{\text{Methanol}^+ P_{\text{ROM Coal}} \times Q_{\text{ROM Coal}}}{\sum (P_{\text{Utilities}} \times Q_{\text{Utilities}})}$	
11.	5.0	21 OF 27	21.3	EVALUATION AND COMPARISON OF BIDS	<p>Net Present Value (NPV) analysis shall be carried out for 25 (twenty five) years of operation subsequent to First Delivery Date, considering respective capacity utilization per year (assuming 330 (three hundred and thirty) days) and at discount rate* as mentioned above. The NPV of Prices so obtained on the first delivery date (i.e. 41 (forty one) Months from EDC) shall be further discounted to arrive at the present value on the date of EDC. The total least cash outflow so obtained shall be the selecting criteria for Bidder for the award of Work.</p>	<p>Net Present Value (NPV) analysis shall be carried out for 25 (twenty five) years of operation subsequent to First Delivery Date, considering respective capacity utilization per year (assuming 330 (three hundred and thirty) days) and at discount rate* as mentioned above. The NPV of Prices so obtained on the first delivery date (i.e. 41 44 (forty one four one) Months from EDC) shall be further discounted to arrive at the present value on the date of EDC. The total least cash outflow so obtained shall be the selecting criteria for Bidder for the award of Work.</p> <p>(except for changes mentioned above, all other contents of the para remains unchanged)</p>
12.	5.0	23 OF 27	21.4 B	<p>FEED & UTILITIES PROVIDED BY Owner</p> <p>New Note: 3</p>		<p>Note:</p> <p>3. The price of ROM coal mentioned above is only indicative and is solely included in the NIT for the</p>



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						purpose of evaluation of the bids. Based on the coal price notification guidelines issued by competent authority from time-to-time, the price of ROM coal supplied by CIL and/or the built-up components of landed price at the proposed Coal-to-Methanol plant, may be revised by CIL at its sole discretion.
13.	5.0	23 OF 27	22.2	TAXES & DUTIES	For the purpose of evaluation, GST on all the charges will be calculated considering the Present prevalent rate of 12% (Twelve percent) against applicable HSN code 9988.	For the purpose of evaluation, GST on all the charges will be calculated considering the Present prevalent rate of 12% (Twelve percent) against applicable HSN / SAC code 9988.
14.	5.0	23 OF 27	23.1	SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE (SD/PBG)	Within 30 (thirty) days from the date of Letter of Award by Owner, for faithful performance of its Contractual obligation, the successful Bidder shall provide to Owner a bank guarantee for an amount equal to 5% (five percent) of the aggregate cost of Methanol Conversion Charge	Within 30 (thirty) days from the date of Letter of Award by Owner, for faithful performance of its Contractual obligation, the successful Bidder shall provide to Owner a bank guarantee for an amount equal to 5% (five percent) of the aggregate cost of Methanol Conversion Charge (without escalation) for the Contract Period as security deposit / performance bank guarantee



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					(without escalation) for the Contract Period as security deposit / performance bank guarantee ("Security Deposit (SD)/ Performance Bank Guarantee (PBG)"). This SD/PBG will be valid for the Contract Period plus 6 (six) months. In case, the Contract Agreement is renewed the SD / PBG shall be valid for the renewed period plus 6 (six)months.	("Security Deposit (SD)/ Performance Bank Guarantee (PBG)").This SD/PBG will be valid for the Contract Period plus 6 (six) months. Contractor may also submit SD/PBG valid for initial 5 years which shall be renewed after every 5 years till the completion of contract period. However. In case, the Contract Agreement is renewed the SD / PBG shall be valid for the renewed period plus 6 (six) months. (The BG shall be extended/renewed 30 days prior to the expiry of 5 years period)
15.	5.0		33.0 (New Clause)	APPLICABILITY OF POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS.	New Clause: 33.0 APPLICABILITY OF POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS	The applicability of policy for providing preference to domestically manufactured iron & steel products is enclosed as Annexure-1.25 to Tender herewith. Bidder to submit SELF-CERTIFICATE on BIDDER'S LETTERHEAD as per Format enclosed as Annexure-1.25 A.
Section 6.0 : CONDITIONS OF CONTRACT						



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16.	6.0	4 of 56	1.0	DEFINATIONS- "BOO Operator"	BOO Operator-means the Successful Bidder. The Successful Bidder shall install "Production Plant" based the Products and By-products as per terms and conditions set out in this bidding document.	BOO Operator Processor -means the Successful Bidder. The Successful Bidder shall install "Production Plant" basedthe Products and By-products as per terms and conditions set out in this bidding document. Note: "BOO Operator" wherever appearing in the Tender document shall be read as "BOO Processor".
17.	6.0	5 of 56	1.0	DEFINATIONS- Construction Period	" Construction Period " means a period of 41 (forty one) months from the Effective Date which includes 36 months for Mechanical Completion and 5 months for Commissioning.	" Construction Period " means a period of 44 (forty four) months from the Effective Date of Contract (EDC).
18.	6.0	7 of 56	1.0	DEFINATIONS- "Product Delivery Point"	means the Railway Wagon Rail Receipt point, where the measurement of the Product so produced shall be taken. Owner also accepts title to and risk of loss of product after the Delivery Point.	means the Truck / Railway Wagon Rail Receipt point, where the measurement of the Product so produced shall be taken. Owner also accepts title to and risk of loss of product after the Delivery Point.
19.	6.0	14 of 56	4.1	OWN	Production Plant along with all other systems, pipelines, metering system,	The Production Plant along with all other systems, pipelines, metering system, etc.



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					etc. installed by the BOO Operator to meet its obligations under the Agreement, shall be the property of the BOO Operator at all times during the entire Contract Period and the Owner shall not create liens, mortgages or charges over property of BOO Operator	installed by BOO OPERATOR PROCESSOR to meet its obligations under this Agreement shall be the property of BOO OPERATOR PROCESSOR at all times during entire period of contract and after the termination of this Agreement unless transferred or removed in accordance with the terms herein , and OWNER shall will not create liens, mortgages or charges over property of BOO OPERATOR PROCESSOR ".
20.	6.0	14 of 56	5.5	OPERATE	The authorized representatives of Owner shall have free access to BOO Operator's Plant during erection, commissioning of Production Plant and during the operation phase also till the completion of contractual period.	Please modify as "The authorised representatives of OWNER shall have free access to BOO OPERATOR PROCESSOR 's Plant during erection and commissioning of Production Plant and during the operation phase also till the completion of the contractual period, subject to compliance with safety rules of BOO OPERATOR PROCESSOR.
21.	6.0	16 of 56	8.1	SPECIFICATIONS	BOO OPERATOR BOO Operator agrees to convert Coal to be supplied by Owner, into Methanol subject to the Specifications and other terms	Owner shall supply Feed & utilities in accordance with Article 25 and BOO PROCESSOROPERATORBOO Operator agrees to convert Coal to be supplied by



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					and conditions set forth in this Article-8. Owner's responsibility of supplying Coal as per the specifications indicated in Volume II, Section 1.4, Design Basis will end at the Delivery Point.	Owner, into Methanol, subject to the Specifications and other terms and conditions set forth in this Article-8. Owner's responsibility of supplying Coal as per the specifications indicated in Volume II, Section 1.4, Design Basis will end at the Delivery Point.
22.	6.0	17 of 56	Add new Clause 8.5	SPECIFICATIONS	New clause: 8.5	Title to Utilities and Products shall vest with Owner at all times. Risk of loss of Products shall pass to Owner from BOO Processor at the relevant Delivery Points. Risk of loss of Utilities shall pass to BOO Processor from Owner at the relevant Delivery Points.
23.	6.0	19 of 56	Add new Clause 9.2.5	OPERATING / SYSTEM PARAMETERS	New Clause 9.2.5	BOO Processor shall install, own, operate, and maintain, at its own expense, analysers that are capable of accurately measuring Specification conformance or other molecular content analysis. List of these items is detailed in Technical scope of Tender. BOO Processor shall provide Owner with access to the readouts of its analysers.



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24.	6.0	21 of 56	12.1	Time Schedule & Duration of Agreement	The Agreement shall come into effect from the date of the Letter of Award subject to the provisions of Article 12.3 hereof. Unless priorly terminated in accordance with the terms of the Agreement, the Agreement shall remain in force for a period of 25 (twenty five) years from the First Delivery Date of Methanol (corresponding to availability of Coal) with the right of Owner to review the technical capability and soundness of the Production Plant and upon its satisfaction to extend the Contract Period by another 5 (five) years or more on mutually agreed terms and conditions.	The Agreement shall come into effect from the date of the Letter of Award Owner to review the technical capability and soundness of the Production Plant and upon its satisfaction to extend the Contract Period by another 5 (five) years or more on mutually agreed terms and conditions. Terms & conditions regarding extension of the Contract Period shall be discussed 3 years before the end of the Operating Period.
25.	6.0	21 of 56	12.2	Time Schedule & Duration of Agreement	The first delivery Methanol (corresponding to availability of Coal) shall be made within a period of 41 (forty one) months from the date of	The first delivery Methanol (corresponding to availability of Coal) shall be made within a period of 41 44 (forty one four) months from the date of issue of Letter of Award unless



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					<p>issue of Letter of Award unless rescheduled under Article 10.8 hereof. Owner shall provide the physical possession of the land for Production Plant within 3 (three) months from the date of LOA. The schedule of providing Raw water and Power for commissioning shall be decided based on mutual agreement between Owner and successful Bidder</p>	<p>rescheduled under Article 10.810.7 hereof. Owner shall provide the physical possession of the land for Production Plant within 3 (three) months from the date of LOA. Physical possession of land shall be in a phase-wise manner as mentioned below:</p> <ol style="list-style-type: none">1. Certain patches of land can be provided to BOO Processor within 3 (three) months from the date of LOA. The remaining patches (shall be provided within 12 (twelve) months from the date of LOA.2. Lease rent agreement will be signed only after physical possession of entire land is provided to BOO Processor. However, time extension for original commissioning schedule shall be granted to commensurate with the delay in providing physical possession beyond 12 months. <p>The schedule of providing Raw water and Power for commissioning shall be decided based on mutual agreement between Owner and successful Bidder</p>
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26.	6.0	26 of 56	15.4.2	Regulation/Adjustment of Prices for Coal	During the period of Agreement, Coal Price for the category being supplied by Owner, appearing at the website of Coal India Limited, will be applicable for the billing cycle period for working out the adjustment amount in case of deviations beyond the allowable limit of guaranteed ratio.	<p>The price of ROM coal mentioned above is only indicative and is solely included in the NIT for the purpose of evaluation of the bids.</p> <p>During the period of Agreement, Based on the coal price notification guidelines issued by competent authority from time-to-time, the price of ROM coal supplied by CIL and/or the built-up components of landed price at the proposed Coal-to-Methanol plant, may be revised by CIL at its sole discretion and the same shall be considered for the billing cycle period for working out the adjustment amount in case of deviations beyond the allowable limit of guaranteed ratio.</p>
27.	6.0	27 of 56	Add new Clause 15.7	PRICES AND ADJUSTMENTS	New Clause 15.7	In the event of any of the indices referred to in this Article 15 cease to be published as presently constituted or is rebased, as the case maybe, the Parties agree to substitute an officially published index or indices reasonably comparable to the indices as



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						presently constituted or such rebased index, as applicable.
28.	6.0	27 OF 56	16.4	Consumption	<p>As per Schedule of Prices.</p> <p>If the actual consumption is within the following specified limits, there will be no financial adjustment. Financial value of any performance inferior to the guaranteed ratios will be debited to the BOO Operator, subject to the following:</p> <p>Coal (Feed/ fuel) consumption : Within $\pm 1.0\%$ of Guaranteed ratio Raw water : Within $\pm 1\%$ of Guaranteed ratio Power: Within $\pm 1\%$ of Guaranteed ratio</p>	<p>Coal (Feed/ fuel) consumption : Within $\pm 2.0\%$ of Guaranteed ratio.</p> <p>Raw water : Within $\pm 2.4\%$ of Guaranteed ratio Power: Within $\pm 2.4\%$ of Guaranteed ratio</p>



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29.	6.0	28 of 56	16.6	Plant Availability	BIDDER shall guarantee minimum Plant Availability Factor for Production Plant as 98.5%.	BIDDER shall guarantee minimum Plant Availability Factor for Production Plant as 98.5 100 % . BIDDER shall guarantee the annual Methanol Production for 330 days.
30.	6.0	28 OF 56	17.3	TAXES AND DUTIES	If at any time during the Contract Period any tax or any other duty, cess, imposed or levy is newly imposed on BOO Operator by any governmental authority chargeable on the Conversion charges or on the production or delivery of Methanol to Owner hereunder, then Owner will reimburse BOO Operator therefore, to the extent applicable to deliveries to Owner hereunder, on submission of the relevant invoices & proper documentary evidence	If at any time during the Contract Period any tax or any other duty, cess, levy, etc. is newly imposed, by amendment or revision in the existing laws , on BOO Processor Operator by any governmental authority chargeable on the Conversion charges or on the production or delivery of Methanol to Owner hereunder, then Owner will reimburse BOO Processor Operator therefore, to the extent applicable to deliveries to Owner hereunder, on submission of the relevant invoices & proper documentary evidence
31.	6.0	29 OF 56	17.5	TAXES AND DUTIES	BOO Operator should have Permanent Account Number (PAN) as per provisions of Indian Income Tax Act. Income tax will be deducted at source under section 194 C and	BOO Processor should have Permanent Account Number (PAN) as per provisions of Indian Income Tax Act. TDS / withhold tax, as applicable, under the Income Tax Act will be deducted. Deduction at lower rate on nil



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					Section 195 read with section 197 from the payments to Indian / Non-residential parties respectively at the prevailing rates as per income Tax Act 1961 / DTAA. Deduction at lower rate on nil rate has to be substantiated by submitting certificate under section 197 from the income tax authority by the BOO Operator.	rate has to be substantiated by submitting certificate under section 197 from the income tax authority by the BOO Processor. Income tax deducted at source will be deposited with Tax Authorities by Owner as per regulations and a Certificate shall be made available to BOO Processor for it to avail the tax credit.
32.	6.0	29 OF 56	17.10	TAXES AND DUTIES	Owner will deduct GST at source at the applicable rates in case transactions under the CONTRACT are liable to GST deduction at source as per the prevailing provisions of GST Law.	Owner will deduct GST at source at the applicable rates in case transactions under the CONTRACT are liable to GST deduction at source as per the prevailing provisions of GST Law. Tax deducted at source under GST will be deposited with Tax Authorities by Owner as per regulations and the required returns will be filed and Certificate, if any, shall be made available to BOO Processor for it to avail the tax credit.



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33.	6.0	30 OF 56	18.1	Plant Start-Up	For the first year i.e. 365 (three hundred sixty five) days of operation from the first supply of Methanol, maximum 4 (four) nos. of unplanned shutdowns will be allowed for Production Plant. However, during subsequent years (after the 1st year) the maximum 2 (two) nos. of unplanned shutdowns will be allowed for Production Plant.	CIL will supply the Coal, Raw water & Power under CIL's scope of supply on a chargeable basis for all start-ups including the first start-up till the delivery of Methanol. In case, a shutdown is attributable to CIL, entire start-up requirement of Coal, Power & Water will be supplied free of cost by CIL to the extent of 24 hours as feed @ 50% capacity of Gasifier and 2 hours for fuel purpose for hot start-up or until the methanol product meets specification, whichever is earlier. In case, a shutdown is attributable to CIL, entire start-up requirement of Coal, Power & Water will be supplied free of cost by CIL to the extent of 96 hours as feed @ 50% capacity of Gasifier and 8 hours for fuel purpose for cold start-up or until the methanol product meets specification, whichever is earlier.
34.	6.0	30 of 56	18.2	Plant Shut Down	BOO Operator may require from time to time to shutdown the production facilities of the Production Plant for such period of	BOO Processor may require from time to time to shutdown the production facilities of the Production Plant for such period of time as may be necessary for BOO Processor



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				<p>time as may be necessary for BOO Operator to make ordinary repairs and for maintenance consistent with proper operation. However, such planned shutdown (turn – around) shall be limited to about 25 (twenty five) days at a stretch each year. BOO Operator will design all the equipment/ steam generators etc. those requires mandatory statutory inspection for a minimum run length of 2 years.</p> <p>In addition, the Production Plant will be planned for shutdown to meet the requirements of regulatory bodies (such as Indian Boiler Regulations) at intervals as specified by those respective regulatory bodies. BOO Operator will be allowed to undertake such shutdown as per statutory requirements. BOO Operator will make all endeavour to utilise these shutdown on account of statutory</p>	<p>to make ordinary repairs and for maintenance consistent with proper operation. However, such planned shutdown (turn – around) shall be limited to about 35 (thirty five) days at a stretch once in a every year. BOO Processor will design all the equipment/ steam generators etc. those requires mandatory statutory inspection for a minimum run length of 2 years. BOO Processor is required to manage all the statutory inspection within this period.</p>
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					requirements for other maintenance of plant as may be necessary from time to time as well as for replacement of catalyst. Duration of such shutdown will be mutually agreed between the parties.	
35.	6.0	30 of 56	18.3	Plant Shut Down	In case the number of unplanned shutdown, as per Article-18.1 is less than 4 (four) emergency shutdowns in 1st year and 2 (two) in subsequent years, there will neither be any reward nor the same will be allowed to carry forward for the next year.	The referred clause stands deleted
36.	6.0	30 of 56	20	INSURANCE		The referred Article 20 is amended and is enclosed as Attachment-3 to this Amendment.
37.	6.0	34 OF 56	23	PRODUCTION PLANT SITE(S)	21.1 Owner will allocate the land to BOO Operator under lease, as per Draft Lease Agreement annexedto BOO Operator. BOO Operator	21.1 23.1 Owner will allocate the land to BOO Operator Processor under lease, as per Draft Lease Agreement.....



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					shall carryout Hazop study through an agency nominated by BOO.	.to BOO OperatorProcessor. BOO OperatorProcessorshall carryout Hazop study through an agency nominated by BOO. (except for changes mentioned above, all other contents of the para remains unchanged)
38.	6.0	34 of 56	23.4	PRODUCTION PLANT SITE(S)	Owner grants 24 (twenty-four) hours a day access to the authorized personnel of BOO Operator to the Production Plant Site for the term of the Agreement. Owner's authorized personnel shall have unrestricted access to the BOO Operator's Plant both during construction & operation of the plant.	Owner grants 24 (twenty-four) hours a day access to the authorized personnel of BOO Operator Processor to the Production Plant Site for the term of the Agreement. Owner's authorized personnel should follow shall have unrestricted access to the BOO Processor's Operator's site safety rules at all times when on BOO Processor's Plant Site Plant both during construction & operation of the plant.
39.	6.0	35 of 56	23.6	PRODUCTION PLANT SITE(S)	BOO Operator shall ensure that the Production Plant area shall not be used for Truck Parking purpose. However, trucks/tankers with prior permission of Owner shall be allowed	BOO Operator Processor shall ensure that during the Construction Period the Production Plant area shall not be used for Truck Parking purpose. However, trucks/tankers with prior permission of Owner



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					to enter the Production Plant Site only for unloading of necessary inventories required for O&M purpose. No maintenance of the trucks/tankers shall be allowed inside the Plant Site. BOO Operator shall be responsible for the security and safety of trucks/tankers.	shall be allowed to enter the Production Plant Site only for unloading of necessary inventories required for O&M purpose. No maintenance of the trucks/tankers shall be allowed inside the Plant Site. BOO Operator Processor shall be responsible for the security and safety of trucks/tankers.
40.	6.0	35 of 56	ARTICLE-25 (Heading)	UTILITIES	UTILITIES	FEED AND UTILITIES
41.	6.0	36 of 56	25.2	Construction water:	Owner shall provide construction water at one point at BOO Operator's plant Delivery Point on chargeable basis till Mechanical Completion, Subject to availability. However, in case of non availability of construction water due to any reason BOO Operator at it's own expenses shall arrange for construction water to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality.	Owner shall provide construction water at one point at BOO Operator Processor 's plant Delivery Point on chargeable basis till Mechanical Completion First Delivery Date , Subject to availability. However, in case of non availability of construction water due to any reason BOO Operator Processor at it's own expenses shall arrange for construction water to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality.



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42.	6.0	36 of 56	25.5		The above mentioned utilities shall be provided by Owner free of cost. However, in case of deviation beyond allowable limit of guaranteed ratio, the rates, as set in article-15, will be applied for working out the adjustment amount.	The above mentioned utilities shall be provided by Owner free of cost after First Delivery Date . However, in case of deviation beyond allowable limit of guaranteed ratio, the rates, as set in article-15, will be applied for working out the adjustment amount.
43.	6.0	36 of 56	25.8 (New Clause)	Feed (New Clause)	---	Owner shall provide Feed (RoM Coal) at one point at BOO Processor's Feed Delivery Point on chargeable basis till first delivery date, subject to availability. However, in case of non availability of Feed due to any reason BOO Processor at it's own expenses shall arrange for Feed to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality
44.	6.0	37 of 56	26.3	Liquidated Damages	Liquidated damages shall not apply in case Owner is not ready to take Methanol from the contractual date of commencement. In such case Liquidated damages shall be applicable from the date	Liquidated damages shall not apply in case Owner is not ready to take Methanol from the Contractual date of commencement or if OWNER fails to provide Utilities and Feed in accordance with the Time Schedule . In such case Liquidated damages shall be applicable



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					Owner is ready to take Methanol.	from the date Owner is ready to take Methanol.
45.	6.0	38 of 56	27.1, a)	ON ACCOUNT OF SHORT FALL IN METHANOL	<p>If the BOO Operator at any time fails to deliver the Methanol The penalty for such Shortfall will be equivalent to: Penalty= (0.985xTotal Requested Quantity – Total Supplied Quantity) x (Fixed Charge per MT of Methanol + Variable Charge per MT of Methanol) Fixed Charges per MT of Methanol = (Monthly Fixed Charge x 12) / (2050 x 365) Wherever applicable, yearly average WPI/CPI will be considered for computing the Fixed Charge and Variable Charge</p>	<p>If the BOO Processor' Operator at any time fails to deliver the Methanol The penalty for such Shortfall will be equivalent to: Penalty= (0.985 1 x N x Total Requested Quantity – Total Supplied Quantity) x (Fixed Charge per MT of Methanol + Variable Charge per MT of Methanol) Where N: =90% for first year of operation. =95% for Second Year of Operation. =100% from third year onwards till 25th year of Operation. Fixed Charges per MT of Methanol = (Monthly Fixed Charge x 12) / (2050 x 365 330) Wherever applicable, yearly average WPI/CPI</p>



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						will be considered for computing the Fixed Charge and Variable Charge (except for changes mentioned above, all other contents of the para remains unchanged)
46.	6.0	38 of 56	27.1, c)	PENALTY & RISK PURCHASE	<p>c) ON ACCOUNT OF EXCEEDING THE NO. OF UNPLANNED INTERRUPTIONS BEYOND FOUR (4) IN FIRST YEAR AND TWO (2) IN SUBSEQUENT YEARS</p> <p>In case the number of interruption/ emergency shutdowns of Production Plant in a year is more than 4 (four) in 1st year and 2 (two) in subsequent years, there will be penalty of Rs.....Lakh per episode of emergency shutdown in Production Plant over and above 4 (four) emergency shutdowns in 1st year and 2 (two) emergency shutdowns in</p>	The referred clause stands deleted



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					subsequent years of Contract Period.	
47.	6.0	38 of 56	27.1, d)	ON ACCOUNT OF NOT MEETING PLANT AVAILABILITY:	BOO Operator shall guarantee minimum plant availability of Methanol as 98.5%. In case minimum Plant availability of Methanol falls below 98.5% for reasons other than Force Majeure or reasons attributable to Owner, then this shall be treated as no supply and penalties shall be levied as per serial no 27.1 a) .	BOO Processor ^{Operator} shall guarantee minimum plant availability of Methanol as 98.5 100% . In case minimum Plant availability of Methanol falls below 98.5 100% for reasons other than Force Majeure or reasons attributable to Owner, then this shall be treated as no supply and penalties shall be levied as per serial no 27.1 a) .
48.	6.0	39 of 56	27.4	PENALTY & RISK PURCHASE	Payment of the penalties described in this Article 27 shall be BOO Operator's sole liability and Owner's sole remedy for any shortfall in the supply of Methanol.	Payment of the penalties described in this Article 27 shall be applicable from the First Delivery Date and shall be BOO Operator Processor's sole liability and Owner's sole remedy for any shortfall in the supply of Methanol.
49.	6.0	39 of 56	Add New Clause 27.5	PENALTY & RISK PURCHASE	New Clause 27.5	The overall cap on liabilities payable by BOO Processor under Article 27 of this Agreement will be limited to Rs.108 crores per Year.



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50.	6.0	40 of 56	30.1(b)	TERMINATION & TAKEOVER	The rate of progress of construction of the BOO Operator's Production Plant lags with respect to the agreed schedule for the Project even after taking remedial measures which shall result in overall delay of more than 3 (three) months in completion of the Production Plant taking into account the scheduled or re-scheduled date(s) of First Delivery	The rate of progress of construction of the BOO Operator Processor's Production Plant lags with respect to the agreed schedule for the Project even after taking remedial measures which shall result in overall delay of more than 3 (three) 6 (six) months in completion of the Production Plant taking into account the scheduled or re-scheduled date(s) of First Delivery.
51.	6.0	41 of 56	30.2(b)	TERMINATION & TAKEOVER	Failure of BOO Operator to diligently implement the remediation plan agreeable to Owner, to be submitted by the BOO Operator within 7 (seven) days of continuous non-supply of Methanol Or Methanol do not meet 90% of requested quantities on a monthly basis in respect thereof under Article 7 for a continuous period of 6 (six) months for reasons other than reasons attributable to Owner or Force Majeure. Or	Failure of BOO Operator Processor to diligently implement the remediation plan agreeable to Owner, to be submitted by the BOO Operator Processor within 7 14 (seven fourteen) 14 (seven fourteen) days of continuous non-supply of Methanol Or Methanol do not meet 90% of requested quantities on a monthly basis in respect thereof under Article 7 for a continuous period of 6 (six) months for reasons other than reasons attributable to Owner or Force Majeure. Or



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						(except for changes mentioned above, all other contents of the para remains unchanged)
52.	6.0	41 of 56	Add new Clause 30.3.1	TERMINATION & TAKEOVER	New Clause 30.3.1	Either Party may terminate this Agreement in case any payment due to such party is unreasonably delayed beyond six months from the due date of payment and is not being disputed in good faith.
53.	6.0	41 of 56	30.4	TERMINATION & TAKEOVER	On completion of 25 (Twenty five) years from the date of First Delivery of Methanol, the Agreement shall automatically terminate without any compensation to either Party, unless extension of the Term of the Agreement is agreed in writing between Owner and BOO Operator	On completion of 25 (Twenty five) years from the date of First Delivery of Methanol, the Agreement shall automatically terminate without any compensation to either Party, unless extension of the Term of the Agreement is agreed in writing between Owner and BOO Operator Processor .
54.	6.0	41 of 56	30.6	TERMINATION & TAKEOVER	Further, In the event of termination on account of BOO Operator's default as specified in Article 30.2 hereof or for Force Majeure conditions under Article 31 hereof, during the period of Agreement, Owner shall have the option of taking over the Production	Further, In the event of termination on account of BOO Operator Operator Processor's default as specified in Article 30.2 hereof or for Force Majeure conditions under Article 31 hereof, during the period of Agreement, Owner shall have the option of taking over the Production Plant free from any mortgage, charge,



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					Plant free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (Including liability to or in respect of any workmen, staff or personnel) and free of any cost of any technology licenses or liability to compensate the BOO Operator in respect thereof at fair value by (should be only in case of force majeure) giving the BOO Operator at the time of issue of the notice of termination written notice of such takeover. Should the Parties be not able to agree on such value within 2 (two) months, such issue shall be resolved through arbitration. However, such Agreement/arbitration shall not affect the takeover of the Production Plant by Owner.	hypothecation, pledge, lien or other third party right or liability (Including liability to or in respect of any workmen, staff or personnel) and free of any cost of any technology licenses or liability to compensate the BOO Operator Processor in respect thereof at fair value by (should be only in case of force majeure) giving the BOO Operator Processor at the time of issue of the notice of termination written notice of such takeover. Should the Parties be not able to agree on such value within 2 (two) months, such issue shall be resolved through arbitration. However, such Agreement/arbitration shall not affect the takeover of the Production Plant by Owner. (except for changes mentioned above, all other contents of the para remains unchanged)
55.	6.0	42 of 56	31.1	FORCE MAJEURE	As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India	As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event



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					of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined below, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following standard industry practice, and (c) has Material Adverse Effect on the Affected Party:	and Political Event, as defined below, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following standard industry practice, and (c) has Material Adverse Effect on the Affected Party: (except for changes mentioned above, all other contents of the para remains unchanged)
56.	6.0	46 of 56	32.3	ARBITRATION	The venue of the arbitration shall be Kolkata. The language of arbitration shall be English	The referred clause stands deleted.
57.	6.0	46 of 56	32.4	ARBITRATION	The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties as from the date it is made, and	The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties as from the date it is made, and the Mine-BOO Operator Processor and the Owner agree



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					the Mine Operator and the Owner agree and undertake to carry out such Award without delay.	and undertake to carry out such Award without delay.
58.	6.0	47 of 56	33.2 (I)	REPRESENTATIONS & WARRANTIES	It is not in default under any Agreement to which it is a party or by which it or its property may be bound, nor in any material default of any obligation under the Agreement and all of the Agreements and documents referred to herein to which it is a Party.	It is not in default under any Agreement to which it is a party which may result in a Material Adverse Effect or by which it or its property may be bound, nor in any material default of any obligation under the Agreement and all of the Agreements and documents referred to herein to which it is a Party. (except for changes mentioned above, all other contents of the para remains unchanged)
59.	6.0	52 of 56	45.4	Indemnity		The referred Article 45.4 is amended and is enclosed as Attachment-4 to this Amendment.

Encl.:aa

<div> पी डी आई एल PDIL</div>	COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS	DOC. NO.	REV	
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Attachment-1 of Amendment-VII

EXHIBIT-1 (In favour of Technology Criteria)

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EXHIBIT-1A

PRE- QUALIFICATION CRITERIA (PQC) IN FAVOUR OF TECHNOLOGY CRITERIA

Bidder shall furnish details with reference to the work, which pre-qualify them in line with Technology Criteria mentioned under Clause 2.1.1 of Volume-1, Commercial, Section 2.0 'Pre-Qualification Criteria'.

1.0 REFERENCES OF PLANT WITH PROPOSED TECHNOLOGY

SL. NO.	DESCRIPTION	PROJECT – 1, 2 etc. (Separate sheets for each Project)
1.	Project name and description (Please Specify the name of Process licensor also)	
2.	The Bidder either on his own or with the support from a reputed Gasification Process Licensor should be capable of providing/ arranging Process License and Basic Design Package of proven performance for Coal Gasifiers for gasifying Coal / feedstock (ash content ranging from 18% to 30%) on commercial basis, for supply of Methanol Synthesis Gas.	
2..1	The Coal Gasifiers / Gasification technology proposed by Bidder shall have reference of at least one plant having one or multiple (Max. 2 nos.) Coal Gasifiers with a total coal capacity of 1800 Metric Tonnes Per Day (MTPD) operating successfully on commercial basis with coal/feedstock, for at least one continuous year. However, it will be sole responsibility of the Bidder that the Coal Gasifier/ Gasification technology proposed by him based on above criteria, is suitable for the quality of Coal to be specified in the NIT.	
2.2	(i) Coal Gasification Design Capacity (Raw Methanol Syn. gas) (ii) Coal Gasification Operating capacity (Raw Methanol Syn. gas)	(i) $\frac{\text{--- Nm}^3/\text{hr of } (\text{CO}+\text{H}_2)}{\text{---}}$ (ii) $\frac{\text{--- Nm}^3/\text{hr of } (\text{CO}+\text{H}_2)}{\text{---}}$
3.	a) Date / month / year of award / commencement of Project	
	b) Date / month / year of commissioning of Project	
4.	Name of Owner	
	(a) Name and address of Owner's contact person	
	(b) Telephone and Fax No.	
5.	Documentary proof from the owner in support of successful operation of plant for atleast one year.	YES/NO

Note:

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their pre-qualification. CIL / PDIL reserve the right not to evaluate any other Project details.

2. Bidder to note that PQC form shall be filled as per the Proformas as stated, along with wherever applicable, copies of work order, completion certificates.
3. Bidder to note that non-submission of relevant supporting documents may lead to rejection of their PQ bid. It is to be ensured that all relevant supporting documents shall be submitted along with the PQ bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

STAMP & SIGNATURE OF BIDDER :

NAME OF BIDDER :

DATE :

 पी डी आई एल PDIL	COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS	DOC. NO.	REV	
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		SHEET 4 OF 5		

EXHIBIT-1B

PRE- QUALIFICATION CRITERIA (PQC) IN FAVOUR OF TECHNOLOGY CRITERIA (GAS CLEANING, PURIFICATION, METHANOL SYNTHESIS GAS GENERATION and METHANOL PRODUCTION (METHANOL SYNTHESIS & PURIFICATION):

Bidder shall furnish details with reference to the work, which pre-qualify them in line with Technology Criteria mentioned under Clause under Clause 2.1.2 of Volume-1, Commercial, Section 2.0 'Pre- Qualification Criteria'.

2.0 REFERENCES OF PLANT WITH PROPOSED TECHNOLOGY

SL. NO.	DESCRIPTION	PROJECT – 1, 2 etc. (Separate sheets for each Project)
1.	Project name and description (Please Specify the name of Process licensor also)	
2.	The Bidder either on his own or with the support from a reputed Process Licensor should be capable of providing/arranging Process License and Basic Design Package for the proposed Gas cleaning, Purification, Methanol Synthesis Gas Generation and Methanol production (Methanol Synthesis & Purification). The Gas Cleaning, Purification, Methanol Synthesis Gas and Liquid Methanol (grade AA, i.e. above 99.85% purity) Generation technology proposed by Bidder shall have reference of at least one plant processing Methanol Synthesis gas from the gasifier and generating minimum 1200 MTPD of Liquid Methanol of grade AA, i.e. above 99.85% purity.	
2.1	(i) Gas Cleaning Section Design Capacity (Raw Methanol Syn. gas) (ii) Gas Cleaning Section Operating capacity (Raw Methanol Syn. gas)	(i) $\frac{\text{Nm}^3/\text{hr of (H}_2 = 2\text{CO} + 3\text{CO}_2)}{\text{--- -- -- --}}$ (ii) $\frac{\text{Nm}^3/\text{hr of (H}_2 = 2\text{CO} + 3\text{CO}_2)}{\text{--- -- -- --}}$
2.2	(i) Methanol Plant Design Capacity (ii) Methanol Plant Operating capacity	(i) $\frac{\text{Mt/hr of Methanol}}{\text{--- -- -- --}}$ (ii) $\frac{\text{Mt/hr of Methanol}}{\text{--- -- -- --}}$
3.	c) Date / month / year of award / commencement of Project	
	d) Date / month / year of commissioning of Project	
4.	Name of Owner	
	(a) Name and address of Owner's contact person	
	(b) Telephone and Fax No.	
5.	Documentary proof from the owner in support of successful operation of plant for atleast one	YES/NO

 पी डी आई एल PDIL	COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS	DOC. NO.	REV	
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Note:

1. Bidders shall furnish the details as above of Projects which they consider suitable for their pre-qualification. CIL/PDIL reserve the right not to evaluate any other Project details.
2. Bidder to note that PQC form shall be filled as per the Proforma as stated, along with wherever applicable, copies of work order, completion certificates.
3. **Bidder to note that non-submission of relevant supporting documents may lead to rejection of their PQ bid.** It is to be ensured that all relevant supporting documents shall be submitted along with the PQ bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

STAMP & SIGNATURE OF BIDDER :

NAME OF BIDDER :

DATE :



 पी डी आई एल PDIL	COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS SUBMISSION OF BID	PNMM/PC- 176/E-4001/4.0	1	
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Attachment-2

VOLUME-I, COMMERCIAL

SECTION 4.0

SUBMISSION OF BID

	COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS SUBMISSION OF BID	PNMM/PC- 176/E-4001/4.0	1	
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		SHEET 2 OF 4		



From:

M/s.....

To:

**M/s COAL INDIA LIMITED,
Coal Bhawan, Action Area-1A,
New Town,
Kolkata - 700 156 (W.B.)**

1. I/We hereby tender for design, build, own, ~~lease~~, operate and maintain Methanol Production Plant(s) on BOO basis, **storage and transfer of the required product(s) for and marketing** of the entire quantity of methanol produced in the plant during the contracted period for CIL/or its subsidiary at Dankuni Coal Complex, West Bengal, India as per Terms and Conditions specified in **TENDER NO : PNMM/PC-176/E-4001** Price Format quoted by me/us are in accordance with Invitation for Bid, Instructions to Bidders, Schedule of Prices and other documents and papers, all as detailed in the Bidding documents.
2. It has been explained to me/us that the date of commencement of first delivery of Methanol is the essence of the Contract Agreement. I/We agree that in the case of failure on my/our part to strictly observe the Time Schedule, I/We shall pay compensation to CIL as per provisions and stipulations contained in the Contract Documents and I/We agree to recovery being made as specified therein.
3. I/ We acknowledge that Owner will be relying on the information provided in the Bid and the documents accompanying such Bid for the Project, and I/we certify that all information provided in the Bid is true, complete and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. I/ We shall make available to the Owner any additional information it may find necessary or require to supplement or authenticate my/ our Bid.
5. I/ We acknowledge the right of the Owner to reject my/our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/our right to challenge the same on any account whatsoever.
6. I/ We declare that:
 - a. I/ we have examined and have no reservations to the Tender Documents, including any addendum issued by the Owner;
 - b. I/ we are eligible to submit a bid and in particular, do not have any Conflict of Interest;
 - c. I/we have not directly or indirectly or through an agent engaged or indulged in any corrupt, fraudulent, coercive practice or restrictive practice, in respect of any tender or request for bid issued by or any agreement entered into with the Owner or any other public sector enterprise or any GOI/SG entity;



 पी डी आई एल PDIL	COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS	PNMM/PC- 176/E-4001/4.0	1	
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		SHEET 3 OF 4		
SUBMISSION OF BID				

- d. My/ our Bid shall be valid for a minimum period of [180 (one hundred and eighty) days] from the Bid Due Date, as extended from time to time, in accordance with the Bidding Documents, and it shall remain binding upon me/ us and may be accepted at any time before the expiration of that period; and
 - e. If my/ our Bid is accepted, we undertake to complete the Project in accordance with the Contract Agreement and other Tender Documents.
7. I/ We certify that in regard to matters other than security and integrity of the country, we/ any member or any of our/ their associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 8. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any member or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a court of law.
 9. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any member or against our/ their associates or against our chief executive officer or any of our directors/ managers/ employees.
 10. I/ We undertake that in case due to any change in facts or circumstances during the Bidding process, we are attracted by the provisions of disqualification in terms of the provisions of the Tender Document, I/ we shall intimate the Owner of the same immediately.
 11. I/We agree to pay the Earnest Money Deposit and Security Deposit (if awarded the job) and accept the terms and conditions laid down in the memorandum below in this respect.

MEMORANDUM

- (a) General Description of Work: Installation of Coal Gasification and Methanol Plant on Build, Own & Operate (BOO) Basis for CIL at Dankuni Coal Complex, West Bengal, India and Supply & **marketing** of Methanol to third party consumer.
 - (b) Earnest Money Deposit (EMD): INR 550 million or equivalent USD The Earnest Money is payable in the manner set out in para 5 below.
 - (c) Security Deposit (SD) : As per Clause 23.0 of Sec 5.0, Instruction To Bidder.
12. Should this tender be accepted, I/We hereby agree to sign the Agreement(s) with CIL and abide by and fulfill all terms and conditions referred to above and in the Agreement and in default thereof, to forfeit and pay to CIL or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in Bidding Documents.
 13. I/We hereby pay the Earnest Money Deposit (EMD) of Rs. _____ (Rupees _____) in Bank Guarantee No. _____ issued by _____ (name and office of the State Bank of India or any Nationalised Bank) in favour of Coal Indian Limited, Kolkata.

OR

	COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS	PNMM/PC- 176/E-4001/4.0	1	
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SUBMISSION OF BID				

I/We hereby pay the Earnest Money Deposit(EMD) of Rs. _____
 _____ (Rupees _____) Crossed Demand Draft No.,
 _____ issued by _____ (name and address Bank) in favour of Indian
 Coal Indian Limited, Kolkata.

14. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We fail to deposit the amount of Security Deposit (SD) specified in the Memorandum in (3) above, I/We agree CIL or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money Deposit (EMD) in full. CIL shall also be at liberty to cancel the Notification of Award if I/We fail to deposit the Security Deposit (SD) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Bidding Documents.
15. I/ We hereby authorise the Owner to seek reference/clarifications from my/our bankers.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Owner in connection with the selection of Bidders, or in connection with the selection/ bidding process itself, in respect of the Project and the terms and implementation thereof.
17. I/ We agree and undertake to abide by all the terms and conditions of the Tender Documents.
18. I/ We undertake to execute the Contract Agreement within 60 (sixty) days from the date of issue of the LOA, if the Project is awarded to me/ us.
19. **I/We enclose herewith complete technical and commercial details as per the requirement of this Bidding Document as well as other supporting documents to facilitate evaluation of the bid.**

Dated the _____ day of _____ 2021

Witness:

Name in Block Letters:

Address:

Yours faithfully,
 Signature of Bidder(s) with the
 Seal of the Firm.

Name and Designation of authorised person
 signing the tender on behalf of the Bidder(s).

**COAL TO METHANOL PROJECT AT DANKUNI COAL COMPLEX, WEST BENGAL
ON BUILD OWN OPERATE (BOO) BASIS.**

TENDER NO.: PNMM/PC-176/E-4001 dated 24.09.2020

Attachment-3

ARTICLE-20: INSURANCE (SECTION 6.0, CONDITIONS OF CONTRACT)

BOO Processor shall effect and maintain at its own cost, during the Contract Period, procure insurances, for such maximum sums as may be required under the applicable Laws, and such insurances as may be necessary or prudent in accordance with standard industry practice, for the production Plant and facilities and operating personnel in BOO Processor's battery limit.

The BOO Processor, at its sole cost and expense, shall continue to obtain and maintain all the construction period insurance policies and operational period insurance policies required to be taken in respect of the Production Plants as required by the Financers, or by the laws of India; or as may be necessary in accordance with the best operating practices. The BOO Processor shall ensure that Owner is named as an additional insurer on all insurance policies with respect to third party liability insurance. Third party Insurance policy taken by BOO Processor shall have provision for Waiver of Subrogation in favour of Owner.

No later than 45 (forty five) days prior to commencement of the Construction Period the BOO Processor shall by notice furnish to the Owner, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 20. Within 30 (thirty) days of receipt of such notice, the Owner may require the BOO Processor to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the dispute resolution procedure shall apply.

All insurances obtained by the BOO Processor in accordance with this Article 20 shall be maintained with insurers on terms consistent with standard industry practice. Within 15 (fifteen) days of obtaining any insurance cover, the BOO Processor shall furnish to the Owner, copies of the certificate (s) of insurance evidencing coverage, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the BOO Processor to the Owner.

Any failure by the BOO Processor to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the BOO Processor of the insurance requirements set forth herein nor relieve or limit in any way the BOO Processor's obligations and liabilities under any other provision of the Agreement. If the BOO Processor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Owner shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the BOO Processor.

The under mentioned minimum coverage or such additional coverage as may reasonably be required, shall be maintained or cause to be maintained by the BOO Processor throughout the Agreement period:

Construction Period:

- Workers Compensation and Employers Liability
- Contractors/Erection All Risk Insurance with all relevant clauses/add ons as per industry best practice

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- Marine Cargo Insurance
- Contractors Plant & Machinery

Operational Period:

- Workers Compensation and Employers Liability
- Industrial All Risk/Large Risk/Mega All Risk Insurance (including machinery breakdown) with all relevant clauses/add-ons as per industry best practice
- Third Party Liability Insurance Comprehensive General Liability (CGL) Insurance
- Public Liability Insurance as per PLI Act 1991

The insurance policies have to be compulsorily taken through Indian insurance companies, as per law of the land.

Notwithstanding any liability that may arise under the Agreement, any loss for which compensation is due to the BOO Processor under this Article, shall not be charged to Owner. All insurance policies in respect of the insurance obtained by the BOO Processor pursuant to this Article 20 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, *inter alia*, the Owner/CIL, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

The BOO Processor shall cause its insurers or agents to provide Owner with certificates of insurance for required replacement policies or renewals as evident from the endorsements of policies, at least 30 (thirty) days prior to i.e. termination or expiration of any policy hereunder.

Similarly, Owner agrees to cover Owner's plant, facilities and operating personnel under insurance along with coverage of third party liability.

Material variations in cover

- (a) If any Adverse Variation (as defined in paragraph (c) below) is proposed to be made to the terms of any Insurance, the BOO Processor shall, promptly after becoming aware of such proposed Adverse Variation, give prior written notice thereof to the Owner.
- (b) No Adverse Variation to any Insurance shall be effected or agreed by the BOO Processor unless the Owner notifies the Borrower in writing, that the Adverse Variation is acceptable to the BOO Processor. The Owner's approval for such Adverse Variation shall not be unreasonably withheld.
- (c) For the purpose of this clause, "**Adverse Variation**" means any variation which could result in a reduction of the cover benefiting an insured party under an Insurance including (without limitation) where such variation involves:
 - (i) material changes to limits of cover and deductible or excess or waiting period or other self-insurance arrangements;

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- (ii) material changes to risks insured, to coverage terms, and the inclusion of new exclusions, exceptions or conditions;
- (iii) the purchase of any additional Insurance thereof other than as required by this agreement or as previously approved by the Owner;
- (iv) any material reduction in or cancellation, discontinuance, non-renewal or avoidance of any cover provided under any Insurance;
- (v) material adverse changes to the credit rating of insurers; and
- (vi) any material change which would have the effect of causing a breach by the BOO Processor of its obligations under the Transaction Documents or of any other agreement to which it is a party.

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ON BUILD OWN OPERATE (BOO) BASIS.**

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Attachment-4

45.4 Indemnity (SECTION 6.0, CONDITIONS OF CONTRACT)

- (a) The BOO Processor will indemnify, defend, save and hold harmless the Owner and its officers, servants, agents, and CIL owned and/or controlled entities/enterprises, (the **"owner Indemnified Persons"**) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach or default by the BOO Processor of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services to the Owner or from any negligence of the BOO Processor under any contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Owner Indemnified Persons.
- (b) Without limiting the generality of the Article above, the BOO Processor shall fully indemnify, hold harmless and defend the Owner and the Owner Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - (i) failure of the BOO Processor to comply with Applicable Laws and Licenses;
 - (ii) payment of Taxes required to be made by the BOO Processor in respect of the income or other Taxes of the BOO Processor's contractors, suppliers and representatives; or
 - (iii) non-payment of amounts due as a result of materials or services furnished to the BOO Processor or any of its contractors which are payable by the BOO Processor or any of its contractors.
- (c) Without limiting the generality of the provisions of this Article, the BOO Processor shall fully indemnify, hold harmless and defend the Owner Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Owner Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any valid domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the BOO Processor or by the BOO Processor's contractors in performing the BOO Processor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the BOO Processor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.
- (d) Owner will indemnify, defend, save and hold harmless the BOO Processor against suits, proceedings, actions, demands and claims from third parties for any direct loss, damage or cost, whether arising out of any breach or default by the Owner of any of its obligations under this Agreement or from any negligence of the Owner under this Agreement, except to the extent that any such suits, proceedings, actions, demands

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and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the BOO Processor.

(d) Notice and contest of claims

In the event one party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article (the **"Indemnified Party"**) it shall notify the other party (the **"Indemnifying Party"**) within 10(ten) days of receipt of the claim or demand and shall not, unless the Indemnifying Party wishes to contest or dispute the claim, admit liability, settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party and the Indemnified Party shall take such action as the Indemnifying Party may reasonably request, including the issuance of a power of attorney, to allow the Indemnifying Party to conduct the proceedings, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

(e)

- (i) The Indemnifying Party hereby undertakes that it shall indemnify the Indemnified Party against all losses (except for indirect losses, consequential losses, loss of indirect profits) incurred by the Indemnified Party, for the reason of taking any action or inaction under and in accordance with the instructions of the Indemnifying Party under this Article 45.4 or as the direct result of any actions of the agent acting under the power of attorney issued in accordance with instructions of the Indemnifying Party.
- (ii) If the Indemnifying Party exercises its rights under Article 45.4(d), the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
 - (A) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;
 - (B) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
 - (C) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

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(D) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

- that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
- that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement:

Provided that if sub-Articles (C) or (D) of this sub-Articles shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.



Coal India Limited

COAL TO METHANOL PROJECT THROUGH COAL GASIFICATION ROUTE AT DANKUNI COAL COMPLEX

EOI DOCUMENT NO.: CIL/CV/CTM/EOI/2017/2057

BOOKLET FOR EXPRESSION OF INTEREST (EOI) FOR PRE-QUALIFICATION OF LICENSORS OF COAL GASIFICATION TECHNOLOGY FOR PROPOSED COAL BASED METHANOL PLANT, AT DANKUNI COAL COMPLEX, WEST BENGAL, INDIA

Date: 28.02.2017



A handwritten signature in black ink, appearing to be 'Sagar'.

A handwritten signature in black ink, appearing to be 'K'.



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Signature

Signature



SECTION-1

INVITATION FOR EXPRESSION OF INTEREST (EOI)



Signature

Signature



INVITATION
FOR
EXPRESSION OF INTEREST (EOI) FOR
PRE-QUALIFICATION OF LICENSORS OF COAL GASIFICATION
TECHNOLOGY FOR PROPOSED COAL BASED METHANOL PLANT AT
DANKUNI COAL COMPLEX, WEST BENGAL, INDIA

1.0 INTRODUCTION

- 1.1 Coal India Limited (CIL) is a Maharatna Company and the largest hard coal producer in the world. CIL intends to diversify in to a new "Coal to Chemical" business domain by converting the high calorific value, low ash thermal coal into chemical. In pursuit of implementing this new strategy, the premises of the existing Dankuni Coal Complex have been identified as the location for setting up a Coal to Methanol Complex by using the good quality coal from Raniganj coalfield. The first step for this new venture will be pre-qualification of Coal Gasification Licensors who can produce Syngas ($\text{CO} + 2\text{H}_2$) of required composition for production of Methanol utilizing the Raniganj coal having Ash content $< 28\%$ at a competitive cost. The ensuing section of this EOI details out the pre-qualification process for Coal Gasification Licensors.

2.0 BRIEF SCOPE OF WORK

- 2.1 CIL intends to set-up a Coal based Methanol Plant through Coal Gasification route. The Synthesis Gas ($\text{CO} + 2\text{H}_2$) required is approx. $180000 \text{ NM}^3/\text{Hr}$.
- 2.2 For the above purpose, CIL intends to set-up Coal Gasification Plant of required size to produce above Synthesis Gas.
- 2.3 CIL invites "Expression of Interest" (EOI) from internationally reputed technology licensor having the requisite Coal gasification technology and willing to provide the technology for production of Synthesis Gas ($\text{CO} + 2\text{H}_2$) on commercial basis.





3.0 PRE-QUALIFICATION CRITERIA

3.1 Technology/Technical Criteria:

3.1.1 Licensor should be capable of providing Basic Design Package for Coal Gasifiers and associated equipment including Coal Preparation for gasifying coal from Raniganj coalfield with ash content up to 28% (at 60% RH and 40°C on I₁₀₀ Basis) on commercial basis. The objective is to process Raniganj coal for gasification to produce Syngas for Methanol production. Approximate coal analysis is enclosed at **Annexure-1** for reference and considerations. Licensor shall submit the details of process in support of smooth operation of gasification plant with the subject coal.

3.1.2 The Coal gasification technology shall be such that;

- 3.1.2.1 Syngas exit gasifier is at a pressure of 40 Bar
- 3.1.2.2 Methane content in the Syngas exit gasifier is less than 1% (one percent)
- 3.1.2.3 Presence of Phenolics and other tarry materials in the Syngas exit gasifier is negligible.
- 3.1.2.4 the other by- products of the coal gasification process is negligible

3.1.3 The Coal Gasification technology of the Licensor shall have at least one proven operating plant having one or multiple coal gasifiers operating successfully on commercial basis and producing raw Syngas (CO+2H₂) exiting the Gasifier equivalent to minimum quantity of 1,44,000 Nm³/Hr of (CO+2H₂) at 25 Bar pressure. If the reference plant of the licensor has an output capacity of less than 1,44,000 Nm³/hr, the licensor would have to submit a certificate that their technology is scalable to produce 1,44,000 Nm³/hr of (CO+2H₂). The Licensor shall provide details of at least one plant which has operated commercially, for a minimum period of 4000 continuous hours in 12 months period at 80% of the designed capacity of the gasifiers, in the last 7 years period from the date of issue of the this EOI.

3.1.4 The Licensor would have to specify the quantity of raw coal consumption (as applicable) in metric tonnes per day (MTPD), the quantity of ash produced by





the process for production of 180000 Nm³/hr of Syngas in MTPD in their technology.

- 3.1.5 The reference unit shall be non-captive (not wholly owned by Licensor) and shall be located in a country outside the Licensors country i.e. the country of the Licensors registered office.
- 3.1.6 The Licensors shall be capable of furnishing the basic engineering design as per internationally accepted code of practice and not as per code accepted in the Licensor's home country i.e. the country of the Licensors registered office.
- 3.1.7 Licensor shall submit documentary proof from their plant owner as operators in the form of plant logbooks and laboratory analysis OR any other documents to verify the quality and quantity of Coal (as applicable) processed and the throughput achieved in Gasifiers.
- 3.1.8 The pre-qualification of licensors is only for Coal Gasification However, technology compatible for gas purification like Sulphur removal should be mentioned
- 3.2 General**
- 3.2.1 The Licensor must not have been debarred / blacklisted by any Govt. Department, Agency, PSUs / Institution / Agencies / Autonomous Organizations. The Licensor shall submit a self-certification by an authorized person to this effect.
- 3.2.2 Licensor should not be under liquidation, court receivership or similar proceedings.
- 3.2.3 CIL (Coal India Limited) will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or delivery of EOI.
- 3.2.4 Prior to short-listing a presentation would be required before CIL and clarifications would have to be provided.





3.2.5 EOI shall be submitted in hard copies as per instruction to the Licensors. EOI sent through e-mail with covering letter followed by hard copy through courier shall also be accepted.

3.2.6 Coal India Limited (CIL) reserves the right to reject any or all EOI received without assigning any reason.

3.2.7 Licensor is to submit documentary evidence to support the references provided herein for fulfilling the Technology Criteria of EOI. The following are minimum documents required:

- Details of reference unit including the details of contact person(s).
- Extract of License agreement or relevant document as proof of same.
- End users certificate from the licensee (on licensee's letter head) to detail out following:

i	Capacity of the unit in terms of:	
ii	Numbers of gasifiers (operating and standby) & Type	
iii	Gasifier operating Pressure & Temperature	
iv	Coal feed to each Gasifier (MT/day) (full details of analysis of coal used (as applicable) would have to be provided)	
v	Total clean Syngas produced exiting Gasifiers, (CO+2H ₂) NM ³ /hr	
vi	End product and Capacity of end product.	
vii	Tentative analysis (Proximate Analysis, Ultimate Analysis, Ash Flow Temperatures) of coal (as applicable) used in Gasifiers.	

d. Date of commissioning & commercial production.

e. Technology involved highlighting the following:-
Raw gas final treatment process and final gas composition





- f. Commercial performance of the unit for at least one year indicating plant load (average & highest), major operation problems & remedial measures taken and reasons of shutdown if not operating presently (technical and / or commercial).
- g. Guarantee performance parameters and Confirmation on meeting guaranteed performance satisfactorily.

3.2.8 Bidders shall furnish details of the offered technology (Coal Preparation to clean Synthesis Gas) as per FORM-3 & FORM-4.

3.2.9 Licensor shall also furnish complete audited annual financial year statements including Balance Sheet, Profit & Loss accounts statement and all other schedules of immediate preceding financial year, self-certification of being not under liquidation, court receivership or similar proceedings, in the first instance itself, in support of their fulfilling the Licensor's Qualification Criteria.

3.2.10 In case of Foreign Licensor, if any of the documents in support of meeting EOI are not in English language, then the original document along with English translation of the same duly certified, stamped and signed by Local Chamber of Commerce or respective Embassy shall be furnished.

3.3 Date & Time for Submission of Proposal (EOI):

The due date & time for submission of Proposal (EOI) by the Licensor is **30.03.2017, 14:00 hrs.** (Indian Standard Time).

PRE-BID MEETING SHALL BE HELD on **10.03.2017, 11:00 hrs.** (Indian Standard Time) at Office of General Manager, Coal Videsh Division, Coal India Limited, Coal Bhawan, Premise No. 04, MAR, Plot No. AF-III, Action Area - 1A, New Town, Rajarhat, Kolkata - 700 156, India.

3.3.1 Clarification, if any, can be obtained from Mr. T. Bandopadhyay, General Manager (Coal Videsh), Coal India Limited, through E-mail: cgmvcv.cil@coalindia.in.





SECTION-2

INSTRUCTIONS TO LICENSORS FOR SUBMISSION OF EXPRESSION OF INTEREST

Signature

Signature





1.0 INTRODUCTION

1.1 DEFINITIONS

1.1.1 'Owner' means Coal India Limited (CIL).

1.2 SCOPE OF WORK

The brief scope of work and pre-qualification criteria have been provided under Section – 1: Invitation for Expression of Interest.

1.3 OWNER'S RIGHT TO ACCEPT/ REJECT

The CIL reserves the right to accept or reject any EOI and to annul the bidding process and reject all EOI at any time without thereby incurring any liability to the affected Licensor or any obligation to inform the affected Licensor of the grounds for the CIL 's action.

2.0 PREPARATION / SUBMISSION OF EXPRESSION OF INTEREST

2.1 LANGUAGE OF EOI

The EOI and all correspondence incidental and related to EOI shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation, in which case, for purpose of interpretation of the EOI, English translation shall govern. Responsibility for correctness in translation shall lie with the Licensor.

2.2 COST OF BIDDING

The Licensor shall bear all costs associated with the preparation or delivery of its EOI, participating in discussions etc. including costs and expenses related with visits to CIL's office and the site(s). CIL will in no case be responsible or liable for those costs and expenses regardless of the outcome of the bidding process.

2.3 DOCUMENTS COMPRISING EOI

2.3.1 The EOI must be complete in all respect leaving no scope for ambiguity. It is in the interest of Licensor to submit complete and comprehensive proposal leaving no scope for CIL to raise any further questionnaires. The CIL may





evaluate the Licensor on the basis of document submitted in the first instance in order to adhere with project schedule requirements.

2.3.2 Licensors required to make a proposal in a format as outlined in the Checklist enclosed in this EOI document in order to achieve the objective of maintaining uniform proposal structure from all the Licensors. These requirements must be adhered by all the Licensors.

2.3.3 **Licensor shall submit the following for expressing their interest:**

- i) Covering letter giving brief introduction and expressing interest to participate in Bidding process.
- ii) Information details as per FORM-1 and Pre-qualification criterion as per FORM-2 along with supporting documents such as copies of work order, contract agreement, completion certificate etc.
- iii) Technical details of offered technology as per FORM-3.
- iv) Commercial details of offered technology as per FORM-4.

2.4 SUBMISSION OF EOI

Licensors are required to send the complete proposal / EOI document along with all supporting documents duly signed & stamped on each page (in original + one copy) so as to reach at the following address within the due date & time:

Mr. T. Bandopadhyay
General Manager (Coal Videsh)
Coal Videsh Division,
Coal India Limited,
Coal Bhawan, Premise No. 04, MAR,
Plot No. AF-III, Action Area - 1A
New Town, Rajarhat, Kolkata - 700 156, India.

In case of submitting EOI through e-mail, the e-mail is required to be sent to cgmvc.cil@coalindia.in.





2.5 OWNER'S RIGHT

- 2.5.1 Evaluation of the EOI bid shall be strictly as per the evaluation criteria mentioned in the EOI. (Licensor shall fulfill all prequalification criteria as mentioned in Clause 3.0 of Section-I.)
- 2.5.2 CIL reserves its right to call for originals of the supporting document submitted for verification, if required and also to cross check any details as furnished by the Licensor from their previous Clients / Consultants etc. Licensor shall have no objection whatsoever in this regard and shall facilitate CIL to obtain the same.
- 2.5.3 CIL reserves the right to make use of available in-house data (their own or their Consultants) also for pre-qualification of Licensor(s) who have submitted EOI. The decision of CIL will be final and binding on the parties.
- 2.5.4 This EOI intends to short list the suitable technologies available for processing of Raniganj coal for gasification to produce Syn. Gas ($\text{CO} + 2\text{H}_2$) for Methanol production. The objective of the owner is to use Raniganj coal having < 28% Ash. Owner reserves the right to further call for information to assess the suitability of the technology for the need. Owner reserves to go in for further evaluation methodologies to zero in on technology.

2.6 CONTACTING CIL

No Licensor shall contact CIL on any matter relating to its EOI from the time of submission of EOI unless requested so in writing. Any effort by a Licensor to influence CIL in the decision making in respect of EOI will result in the rejection of that Licensor.



INFORMATION**LICENSOR IS REQUESTED TO COMPLETE THE FOLLOWING QUESTIONNAIRE**

SR. NO.	DESCRIPTION	LICENSOR'S RESPONSE	REMARKS
1	Willingness to provide the requisite proven license technology for commercial use to CIL / LSTK bidder (YES / NO) (Refer clause-2.3 of Invitation for EOI)		
2	Complete reference list of all the units licensed (YES/ NO) (Refer clause-3.1.3 of Invitation for EOI)		



SPECIFIC EXPERIENCE FOR PRE-QUALIFICATION CRITERIA

Licensor shall furnish their experience details of the reference unit for pre-qualification:

S. NO.	DESCRIPTION	DETAILS
1.	Name of project and location (Refer clause-3.1.3 of Invitation for EOI)	
2.	Project Details : Capacity of the project (units) (Refer clause-3.1.3 & 3.2.7 of Invitation for EOI)	
3.	Name of Owner, Postal Address, Phone / Fax No./ E-mail Address (Refer clause-3.2.7 (a) of Invitation for EOI)	

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S. NO.	DESCRIPTION	DETAILS
4.	Supporting Document as above and as per clause 3.2.7 of Invitation for EOI	<ul style="list-style-type: none"> Extract of License agreement as per clause 3.2.7 (b) Yes <input type="checkbox"/> No <input type="checkbox"/> Page No. of PQ Bid _____ Whether copy of Work Order / Contract Agreement enclosed Yes <input type="checkbox"/> No <input type="checkbox"/> Page No. of PQ Bid _____ Capacity of the unit as per clause 3.2.7 (c-I) Yes <input type="checkbox"/> No <input type="checkbox"/> Page No. of PQ Bid _____ Certificate for successful commissioning with date of commissioning & commercial production enclosed Yes <input type="checkbox"/> No <input type="checkbox"/> Page No. of PQ Bid _____ Certificate regarding satisfactory operation of plant for the last one year from EOI due date Yes <input type="checkbox"/> No <input type="checkbox"/> Page No. of PQ Bid _____ Commercial performance of the unit as per clause 3.3.7 (f) Yes <input type="checkbox"/> No <input type="checkbox"/> Page No. of PQ Bid _____ Coal gasification technology is compatible for gas purification like Sulphur removal, as per clause 3.1.8 Yes <input type="checkbox"/> No <input type="checkbox"/> Page No. of PQ Bid _____



TECHNICAL DETAILS OF OFFERED TECHNOLOGY

(Refer Clause-3.2.8 of Invitation for EOI)

SL. NO.	ITEM	UNIT	QUANTITY	VALUE
1.	No. of Gasifiers Proposed	No. (Operating + Standby)		
2.	Coal Feed to each Gasifier	MT/day		
3.	Oxygen Requirement, (%age O ₂ purity)	Nm ³ /Hr. (%)		
4.	Steam Requirement, (Steam Temp., Steam Press.)	MT/Hr, (°C, Kg/cm ² g)		
5.	Water Requirement	MT/Hr		
6.	Power Requirement	MWHr/Hr		
7.	Total Raw Syn. Gas Generation at exit of Gasifiers	1000 Nm ³ Hr		
8.	Total clean syn. Gas (2H ₂ +CO) generation after purification	1000 Nm ³ /Hr		
9.	Ash % considered in gasifier feed for above estimation	%		
10.	Any other data			



COMMERCIAL DETAILS OF OFFERED TECHNOLOGY

(Refer Clause-3.2.8 of Invitation for EOI)

COST FIGURES FOR METHANOL SYN. GAS (CO+ 2H₂) PREPARATION FROM ROM COAL

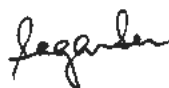
SL. NO.	ITEM	UNIT	QUANTITY	VALUE
1.	Capex for Coal Handling/ Coal Preparation Section			
2.	Capex for Air Separation Unit			
3.	Capex for Gasification Island			
4.	Capex for Purification Units (raw gas to be purified as (2H ₂ +CO)			
5.	Opex per 1000 Nm ³ /hr of Syn. Gas (CO+2H ₂) production			
6.	Gasifier Maintenance Cost per year per Gasifier			
7.	Any Other			



COAL QUALITY

Coal will be supplied from mines of Eastern Coal fields limited. Ash percentage of this coal will be less than 28% and Sulphur percentage is very less (around 0.6%). For ready reference, proximate analysis of the coal likely to be supplied from one of the mine is as follows:

Proximate analysis	Air Dried Basis
Ash%	24.8
Moisture%	5.4
Volatile Matter%	30.8
Fixed Carbon %	39.0



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अधिसूचना

नई दिल्ली, 29 मई, 2019

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

[फा. सं. 3(2)/2018-आईडीडी]

रमिका चौबे, अपर सचिव

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

1. प्रूमिका

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

2. परिभाषाएं

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

2683 GB/2019

(1)

- 2.2 धरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पाद (डी एम आई एंड एस पी) वे लौह एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एस ई जेड) शामिल है। इसके अलावा, इस प्रकार के उत्पाद परिशिष्ट क में किये गये उल्लेख के अनुसार धरेलू त्पुनतम मूल्यवर्धन के मानदंडों को पूरा करेंगे।
- 2.3 धरेलू निर्माता खंड 7 में दिशा-निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम में दी गई 'निर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक निर्माता है।
- 2.4 इस नीति के प्रयोजन से सरकार का तात्पर्य भारत सरकार से है।
- 2.5 सरकारी एजेंसियों में सरकार के सार्वजनिक क्षेत्र के उपक्रम, सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 एम ओ एस का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 निवल बिक्री कीमत बीजक कीमत होगी जिसमें निवल धरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 बर्ध तैयार इस्पात का तात्पर्य इनगोट्स, बिलेट, ब्लूम और स्वेल्ज से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 तैयार इस्पात का तात्पर्य सपाट और लंबे उत्पादों से होगा जिन्हें बाद में प्रसाधित कर निर्मित मद बनाया जा सकता है।
- 2.10 एल 1 का तात्पर्य निविदा अथवा अन्य खरीद संबंधी अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथासंशोधित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य खरीद संबंधी अनुरोधों में प्राप्त निम्नतम निविदा अथवा निम्नतम बोली अथवा निम्नतम भाव से होगा।
- 2.11 खरीद वरीयता के मांजिन का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी धरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल 1 से अधिक हो। डी एम आई एंड एस पी नीति के मामले में, खरीद वरीयता का मांजिन परिशिष्ट ख में मर्कों के लिए 20 प्रतिशत होगा।
- 2.12 लौह एवं इस्पात उत्पाद का तात्पर्य ऐसे लौह एवं इस्पात उत्पादों से होगा जिनका उल्लेख परिशिष्ट क में किया गया है।
- 2.13 धरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल धरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'धरेलू मूल्यवर्धन' परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें श्रविस्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जाएगा। इस नीति दस्तावेज के प्रयोजन के लिए धरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।
- 3. अपवर्जन**
- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी खरीदों के लिये निम्नलिखित शर्तों के अधीन छूट प्रदान की जाएगी।
- 3.1.1 जहां विशिष्ट शेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
- 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को धरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
- अपवर्जन संबंधी अनुरोधों को धरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों के उपलब्ध न होने के पर्याप्त प्रमाण के साथ स्थायी समिति को प्रस्तुत किया जाएगा।
- 4. स्थायी समिति**
- इस नीति के कार्यान्वयन का पर्यवेक्षण करने के लिए इस्पात मंत्रालय (एम ओ एस) के अधीन एक स्थायी समिति का गठन किया जाएगा। जिसके अध्यक्ष सचिव इस्पात होंगे। इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एम ओ एस) से लिए गए विशेषज्ञ होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :
- 4.1 इस नीति के कार्यान्वयन की मॉनीटरिंग करना
- 4.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और धरेलू बिक्री बर्धन की आवश्यकता में संबंधित मानदंडों की समीक्षा करना और उसे अधिमूचित।

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

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

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

7. घरेलू मूल्यवर्धन आवश्यकता

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

लौह एवं इस्पात उत्पादों के लिए

% घरेलू मूल्यवर्धन

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

पूंजीगत माल के लिए

% घरेलू मूल्यवर्धन

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

8. प्रमाणन और लेखा परीक्षण

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

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

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

9. प्रतिबंध

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

10. इस्पात मंत्रालय द्वारा कार्यान्वयन की मॉनीटरिंग

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

इस्पात मंत्रालय को संदर्भ

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

परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य

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

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

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

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

परिशिष्ट ब

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

क्र. सं.	संयंत्र शीप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चा माल संभाल प्रणाली	चूर्ण की हुई सामग्री के लिए एप्रोन फीडर, बेरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक ड्रिक्स ब्रेक्स, टैंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हार्ड एंगल कंवेयर प्रणाली, ब्रशर्स, क्रेन रेल लुब्रिकेशन, चार तरफर साइडर ई ओ टी क्रेन, क्रेन वेडिंग प्रणाली, क्रेन गैयर कंडीशनिंग, फ्यूड कप्लिंग, 4 लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/पाइल फीडर, न्यूमेटिक टुलाई - घना एवं लिन फेस, रिकलेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/क्लेड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्निच रिंग बियेरिंग, ट्रिपलर्स, ट्रांसफर कार, टॉक्स (स्पेशल), वाइब्रेशन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रियल ब्रशर्स, साइनिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, डिरेक्ट चिकनर्स, फिल्टर्स, हाइड्रोक्लोन	50%

3	कॉक अवेन	कोक ओवन मिजिका गिफ्टरी, गन्करेज मिस्टम, ड्रय नग्डन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर वॉरी, माइनर कास्टिंग, गुजनेक, बाल बॉक्स, ए पी लिड, चार्जिंग और इन्फेक्शन होल लिड एंड फ्रेम रिबर्सिंग मेकेनिज्म, केंद्रीकृत यूनिक्वेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर मिस्टम, म्किग होइम्ट, डोर लॉवरिंग रैक, ब्राइमोलेशन/रिबर्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टैटिक तार प्रेसिपिटटर, H ₂ S, NH ₃ और नफथलिन स्कूबंदर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिबर पम्प, क्लास कित, क्लास रियेक्टर, वेस्ट हीट वाशर, डिजैटर्स	50%
5	मिटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज डंड स्प्रॉकेट एम्बेली कवर्ड रेल, स्लाइड रेल, हॉट मिटर ब्रेकर और गिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर एम्बेली, मिटर मशीन का ड्राइव एम्बेली, उच्च तीव्रता वाला मिन्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज डंड स्प्रॉकेट एम्बेली कवर्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एम्बेली, इनडूरेटिंग मशीन का ट्राइव एम्बेली, उच्च तीव्रता वाला मिन्सर, बालिंग डिक्स, सिगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	50%
7	क्लास्ट फरनेस उपकरण	क्लेडर बाल के साथ बेल रहित टॉप प्रणाली, एस जी आवरन स्टेव कूलर, कोपर स्टंच कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस किलिंग प्लांट प्रणाली, इसके बाइस-पास बाल सहित टॉप रिकवरी टूबाइन मिस्टम, डि-ब्रिफिंग मशीन, रि-रेलिंग उपकरण, पी सी आर्ड प्रणाली, पी सी आर्ड के लिए ग्राइडिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टॉक एम्बेली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट क्लास्ट स्टोव प्रौद्योगिकीय बाल, एन्व ब्रॉउन प्रोक्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिन्टीज्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर मिस्टम, बर्डन फिडर्स, टूबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO ₂ रिमूवल प्लांट	50%
9	वैशिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेमेल, टुनिजत रिंग एंड सस्पेंशन प्रणाली, टुनिजत बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव मिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग मिस्टम, क्लर्पिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन क्लोबिंग/बोटम स्टीरिंग के लिए बाल स्टेशन, मव-लान मिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस माफदवेयर/हाईवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, ग्राइमरी गैस के लिए आई डी फेन, हॉट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, म्लेग पोट, स्लग पोट ट्रांसफर कार, स्क्रेप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकार के ब्रंकर, बिन वाइब्रेटर, वेडिंग हूपर, अनुरक्षण स्टेण्ड, डी इस्टिंग सक्शन हूड, टीमिंग/एच-एम, लेडल रिलाइमिंग स्टेड, स्टैंड कूलिंग स्टेड इन्फेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिशन मिस्टम, स्कविंग टोवर सेल – वेट गैस क्लीनिंग मिस्टम, डॉग हाउस लेडल डायर, लेडल	50%

		प्री-हीटर, लेडन कुलर, फ्यूम कोलेक्शन ट्यूब, क्लीन गैस स्टैंक, इस्ट सिंगो, वेग ब्रिज, स्लैम रिटर्निंग उपकरण	
10	इलेक्ट्रिक फर्नेस	फर्नेस प्रोपर (जिसमें फर्नेस लोचर मेल, अपर मेल और रफ, टिल्टिंग प्लेटफार्म, फर्नेस गैन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रिक रेगुलेशन प्रणाली, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल I एवं II आटोमेशन सिस्टम के पार्ट्स। एल एफ - वाटर कूल्ड लेडल रफ, इलेक्ट्रोड मास्टर एंड आर्मर, इलेक्ट्रोड रेगुलेशन सिस्टम, वायर फिडिंग सिस्टम, बोटम इनडरट गैस स्टिरिंग बाल सिस्टम पोरस प्लग और टॉप लॉस के लिए, इमरजेंसी लासतंब, ड्राइव यूनिट के साथ लॉस क्रेजि सिस्टम, स्वचालित तापक्रम, मेम्पिलिंग और ब्राथ लेबल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्पजन लॉस, ड्राइव यूनिट के साथ लॉस क्रेजि सिस्टम, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेडल रफ ड्रेन्डा पोरशन, बार एच प्रोपर (जिसमें स्लैड ट्रांसफर कार, बेक्यूम वेमेल, वेमेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है), हाइड्रोलिक सिस्टम, मल्टी फक्शन लॉस, बाल्व रेक्स/स्टेशन, इलेक्ट्रोड क्लैप यूनिट, इलेक्ट्रोड आर्मर का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टैरिंग बाल्व रेक, लॉस ट्रांसपोर्ट कार, रिफेक्ट्री लॉस, हाइड्रोलिक सिलेंडर, लेडल रफ लिफ्टिंग सिलेंडर, लूब्रिकेशन प्रणाली, सक्शन हूड, हम्पर, वाइब्रो फीडर, वेडंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिलिंग स्टैंड, क्रेन, होइस्ट, तापमान और मेम्पिलिंग टिम्स, लेडल स्टैंड, ई एस पी, डिडिक्टिंग हूड, रिफेक्ट्री, वेग फिल्टर, क्रेन इत्यादि	50%
11	सतत कास्टिंग उपकरण	लाइले टरेट, लेडल कवर मेनिपुलेटर, लेडल शारउड मेनिपुलेटर, टनडिस कार, कंदिन्यूअस टनडिस टेम्पेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रूड मेकेनिजम, इमरजेंसी कट-आफ गेट, मोल्ड एम्बेली, नोजल क्लिक चेज डिवाइस, मोल्ड ओसीलेटर एंड ई एस एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदुद्वाबल एंड स्ट्रेचटेनिंग यूनिट (हल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेब्रर, मार्किंग मशीन, टेक्नोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लैक रिफेक्ट्रीज, स्ट्रेड गन्ठे सेगमेंट, टनडिश, लाइले कवर, रोलर टेबल एंड आक्सीलिरीज, माल्ड एंड सेगमेंट मेनटेनेंस इक्वूपमेंट टनडिस मेनटेनेंस इक्वूपमेंट, ई एस बी आर सिस्टम	50%
12	फ्लैट मिल	लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, वेड प्लेट्स वर्क्स रोल, बेकअप रोल, हंड स्पिडल्स, रोलर टेबल, बेकअप रोल एंड वर्क रोल क्लस स्पाइलर/टिनशन रिल/अनक्वाइलर, ए जी सी सिलेंडर, शेयर्स, लेवेलेर्स, लाजेर वेल्डर, पैकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियरिंग, आयल फिल्म बियरिंग, गिबर बॉक्स, मिल मोटर्स	50%
13	लॉग मिल	मिलस हाउसिंग, वेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्स, रोलर टेबल, कॉयलर /टेंशन रिल /अनक्वाइलर, शेयर्स, बिल्डट वेल्डर, पैकेजिंग मशीन, नान-कान्टेक्ट गॉज/प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियरिंग, आयल फिल्म बियरिंग, फिलिशिंग ब्लाक्स, गिबर बॉक्स, मिल मोटर	50%

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

फार्म - 1

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

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

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

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

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

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

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

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

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

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

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

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

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 29th May, 2019.

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

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

RASIKA CHAUBE, Addl. Secy.

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

1 Background

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

2 Definitions

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

3 Exclusions

3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions,

3.1.1 Where specific grades of steel are not manufactured in the country, or

3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources

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

4 Standing Committee

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

4.1 Monitoring the implementation of the policy

4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.

4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3

4.4 Constitute a separate committee to carry out grievance redressal

4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

5 Notifying Iron & Steel Products Procured by Government

5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:

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

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

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

5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.

5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products.

5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.

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

5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.

5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.

5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.

5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/entities under their administrative control

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

6 Tender procedure for procurement by government and government agencies

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

7 Domestic value addition requirement

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

For Iron and Steel products*% Domestic value addition*

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

For Capital Goods*% Domestic value addition*

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

8 Certification and audit

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

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

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

9 Sanctions

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

10 Implementation monitoring by Ministry of Steel

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

Reference to Ministry of Steel

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

Appendix A - Exclusive for domestically manufactured products

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

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

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

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

Appendix B

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

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

		conveyor system, plough/ paddle feeder, pneumatic transportation - dense & lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tipplers, wagon loaders	
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, filtrate thickeners, filters, hydrocyclones	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 stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere & Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge 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 hull 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 guide segment, tundish, ladle cover, roller tables & auxiliaries, mould & segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, laser 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.>

	<p align="center">COAL GASIFICATION BASED METHANOL PLANT COAL INDIA LIMITED</p> <p align="center">SELF-CERTIFICATE ON BIDDER'S LETTERHEAD</p>	PNMM/PC-176/E- 4001/ Annx-1.25A	0	
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Annexure-1.25 A

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

To,

M/s Coal India Limited

SUB: TENDER NO:

Dear Sir,

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their revised notification "The Gazette of India, Notification No. 385 (E) dated 29.05.2019".

We confirm that we will obtain Affidavit of Self Certification of Domestic value addition in Iron & Steel Products from manufacturer before supply of iron and steel products required under the tender/bidding document.

Sign & Stamp of bidder