

**e-Pre-Bid Conference**

for Hiring of Helicopter - to carry out low altitude Heliborne Geophysical Surveys  
against Tender No. NGRI/BDG-R&DS/MLP-6403/2020 dt. 15/09/2020

Consequent upon e-Pre-Bid Conference held on 25/09/2020, the following documents are attached.

1. Minutes of Pre-Bid conference and clarifications issued during the e-Pre-Bid Conference. (Annexure-1)
2. Copy of the Make in India Procurement Policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June, 2020 as per Annexure "A" as part of the clarification. These rules are applicable for this tender also.

  
प्रधान वैज्ञानिक एवं प्रमुख, सी. जी. जी.  
**Dr. M. J. Nandan**  
Principal Scientist & Head, BDG  
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उपपथ रोड, हैदराबाद - 500 007, तेलंगाना, भारत  
Uppal Road, Hyderabad - 500 007, Telangana, INDIA

Head BDG

MINUTES OF E-PRE-BID CONFERENCE HELD  
ON 25.09.2020 at 10.30 a.m at CSIR-NGRI, Hyderabad

Annexure - I

Tender No. NGRI/BDG-R&DS/MLP-6403/2020 dt.15/09/2020 for  
Hiring of Helicopter to carry out Heliborne Geophysical Surveys

The following members of the R&D Services Committee attended the e-pre-bid Conference.

|                                    |                                     |
|------------------------------------|-------------------------------------|
| Dr. Ajay Manglik, Ch. Sct.,        | - Chairman                          |
| Dr. M.J. Nandan, Sr. Pr. Sct.,     | - Member                            |
| Dr. Subash Chandra, Sr. Pr. Sct.,  | - Member                            |
| Dr. A.S. Chawla, S.O. H, AMD. Hyd. | - Domain Specialist External Member |
| Dr. Ved Prakash Maurya             | - Member                            |
| Sri. K. Ravi Kumar, A.O.           | - Member                            |
| Smt. T. Manoja Prasad, F.A.O.      | - Member                            |
| Shri S. S. Choudhary, S.P.O.       | - Member                            |
| Smt. P.A. Prasanna T.O.            | - Member - Convener                 |

In connection with the Hiring of Helicopter to carry out Heliborne Geophysical Surveys, tenders were invited through Government eProcurement Portal <https://etenders.gov.in> vide tender ID # 2020\_CSIR\_56837\_1 dated 04/09/2020. Due to administrative reasons, the said tender has been cancelled vide our Corrigendum dated 15/09/2020 and a fresh tender floated for the subject item by incorporating the reverse e-auction option vide Tender ID # 2020\_CSIR\_57685\_1 dated 15/09/2020. As per the NIT e-pre-bid conference held on 25/09/2020 at 10.30 a.m.

All the bidders who have raised queries against the cancelled tender were informed about the cancellation of the tender and the retender details through our emails. The same was also hosted in the CSIR-NGRI Website and eProcurement Portal <https://etenders.gov.in>.

The queries raised by the prospective bidders were discussed by the Committee. However, the Committee observed that despite informing all the prospective bidders, the following three firms, who have raised certain queries in cancelled tender, were not present in the e-pre-bid meeting despite informing by e-mail and the corrigendum posted on the etenders.gov.in & CSIR-NGRI websites.

- (1) M/s. Pinnacle Air Pvt. Ltd.,
- (2) M/s. Zephyr Aerospace Pvt. Ltd.,
- (3) M/s. NorCanEx Associates, Canada

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P. Ajay Prasad  
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N. Ravi Kumar  
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Accordingly, the Committee took up the queries raised by the following three firms who have participated in the virtual pre-bid meeting held on 25/09/2020 at 10.30 a.m.

- (1) M/s. Global Vectra Helicorp Ltd., New Delhi
- (2) M/s. Hindustan Aeronautics Ltd., Bangalore
- (3) M/s. Himalayn Heli Services, New Delhi

The Committee discussed the various points raised by the prospective bidders and clarified the issues concerned as per the annexure enclosed.

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P. M. Manoj

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H. Ravi Kumar  
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| Sl. No. | Specifications as per Bid Document                                                                                                                                           | Request for amendment change                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Response / Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Scope of Work, Duration and Volume of the Survey Point 3 on page 17 -<br><br>CSIR-NGRI reserves right to hire one or both helicopters depending on availability of equipment | <p>a) Please refer to the Scope of Work, Duration and Volume of the Survey Point 3 on page 17 - "NGRI reserves the right to hire one or both the helicopters depending upon availability of equipment" - We understand that 02 Helicopters are required under this tender for conduct of concurrent survey operations, however, in case only One Helicopter is utilized for the above operations, then the Rental Charges and the TA /DA charges which are capped at 180 Days would have to be increased due to the following:</p> <p>b) As per the tender 900 hrs of flying is to be carried out in 180 days which would entail 05 hours of flying per day. However, as per the CAR on FDTL /1, IL issued by DGCA weekly off are mandatory for Pilots to maintain their Flight Time and Flight Duty limits. This, therefore, implies that additional 24 mandatory off days (4 days per month x 6 Months) are required to be catered for while capping the Rental and TADA charges.</p> <p>c) In addition to the above, we assume that the survey operations are likely to be conducted at several locations, which would involve setting up various helipads</p> | <p>The above tender is prepared with consideration of ~45000 LKM data acquisition at speed of around 100 km/h varying from 60 -150 km/h as per the terrain conditions and project requirement. Considering 5 hours of daily fly, 6 days per week, effectively 25 hours per week flying, the survey can be completed within the contract period even if the time for breakdown, weather related issues and shifting of helicopter is taken into consideration. The same explained &amp; agreed by all the concerned.</p> <p>The tender is clear in the Scope of Work and also the engagement of helicopters as and when required. The requirement of days of TA/DA can be referred in the Tender and also in the Bid evaluation sheet. The same was explained and agreed by all the parties.</p> |

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|   | <p>/bases, mobilization/ demobilization of the Helicopter, movement of Ground Support Equipment along with dismantling / assembling loop from one location to another. It is therefore requested that an addition of minimum 07 days break between two locations are allowed.</p> <p>d) It is also requested that a minimum of 5-7 days as contingency on account of bad weather days are also considered while capping the number of Days for Rental &amp; TADA charges.</p> <p>In view of the above, we would request you to kindly deploy Two (02) helicopters concurrently however, incase only One (01) Helicopter is required for operations then we would kindly request that the number of Days for Rental &amp; TA / DA Charges from 180 days to 218 Days.</p> |  |
| 2 | <p>Approximately 900 hrs of flying is estimated for completion of the work during one (01) Season (September to May), however, it may be noted that permissions from DGCA (fitment of STC &amp; low level flying approval) and MoD approval would also take considerable time, therefore in view of the above we would request you to kindly share with us the likely timelines for commencement of the operations.</p> <p>We expect of starting the survey around January 2021, if possible. The project being of national importance and monitored at monthly basis by high level committee, rapid action is expected on all such clearances.</p>                                                                                                                     |  |
| 3 | <p><u>Clause 10 (b)</u> on page 15 of the Bid Evaluation Criteria with regard to Pilot Experience, which should fulfil the DGCA requirements for</p> <p>Please refer to <u>Clause 10 (b)</u> on page 15 of the Bid Evaluation Criteria with regard to Pilot Experience, which states that "All pilots should fulfil the DGCA requirements for</p> <p>This is well established conditions by the DGCA. However, the survey being specific to helicopter geophysical, the experience in low level under slung helicopter geophysical surveys operation on</p>                                                                                                                                                                                                             |  |

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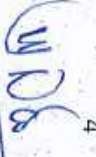
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| 4 | Please refer to Annexure - RA - E- Reverse Auction, Clause 7 -Terms and Conditions of Reverse Auction | <p>Please refer to Annexure - RA - E- Reverse Auction, Clause 7 -Terms and Conditions of Reverse Auction sub clause 2 on page 48, which states that "in incase of Reverse Auction the H1 Bidder shall not be allowed to participate in the Reverse Auction as per elimination policy", we understand that the above is in case of more than 3 bidders, we would however, request you to kindly clarify that in case only Two (02) Bids qualify for the Financial Opening of the Tender would the Reverse Auction still be applicable or will the bid from H1 bidder rejected after the opening of the Financial Bid.</p> <p>(1) The said sub-clause 2 on Page No. 48 is withdrawn. It is also clarified that we have not proposed "Elimination" process in the Reverse Auction.</p> <p>(2) Yes Reverse Auction can take place even when there are two bidders.</p> |
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## e-Pre-bid Clarifications issued during the e-Pre-bid Conference held on 25/09/2020

## Clarifications sought by M/s. Hindustan Aeronautics Ltd., Ltd., against tender dated 15/09/2020

| Sl. No. | Specifications as per Bid Document | Clarifications sought                                                                                                  | Response / Remarks                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------|------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       |                                    | Whether the subject tender allows the provisions of "Make in India" The details regarding that may kindly be provided. | It is clarified that the subject tender complies Make in India Procurement Policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020. Kindly refer the rules detailed at Page No. 8 of the Tender document and also in <u>Annexure "A"</u> as part of the clarification. These rules are applicable for this tender also. |
| 2       |                                    | What are the technical requirements of the Helicopter type & Model.                                                    | (a) It is clarified that the technical requirement of the helicopter may kindly be seen in the context of the integration of the heliborne TEM System with the type of helicopter and also as per the requirement of the Geophysical                                                                                                                                                                                   |





|   |                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                     |
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|   |                                                                                                                                                                 | Survey System as approved by the Competent Authority viz., DGCA, MOD etc., for low altitude flying & geophysical data acquisition.<br>(b) It is also clarified that helicopters should be registered on the NSOP of the prospective bidders (as per the norms of DGCA) and should meet the criteria laid out in the tender document with the clarifications issued. |
| 3 | What is the criteria for fixing the experience of the 720 hours of low altitude underslung airborne Geophysical survey for the bidder. Clause No. 9 Page No. 14 | It was clarified that the experience requirement of 720 flying hours is 80% of the total flying hours (i.e., 900 hours) and is as per the Government of India guidelines in this regard.                                                                                                                                                                            |
| 4 | What is the criteria for fixing the experience of PIC (Pilot-in-charge) Clause No. 10(b) at page No. 10.                                                        | The said clause is self explanatory and provides the related rules of DGCA in this regard.                                                                                                                                                                                                                                                                          |

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

Annexure - A

Udyog Bhawan, New Delhi  
Dated: 04<sup>th</sup> June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

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

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

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

**Now therefore the following Order is issued:**

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

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

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

*'Class-II local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

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'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

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

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

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

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

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

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

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

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

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

### 3A. Purchase Preference

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

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

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

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

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

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

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4. **Exemption of small purchases** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content** The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- 6 -

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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

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

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

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

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

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

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- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

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

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

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

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

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

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

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order.
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

- 18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

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