OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam
Website: www.oil-india.com

CORRIGENDUM NO. 2 DATED 30.01.2025 to E-TENDER NO. CPG8266P25

Hiring of Services for EPC (Engineering, Procurement, Construction) & Commissioning of a Group Gathering Station (GGS) Consisting of an OCS, ETP+STP and WIS at Lakwagaon in Sivasagar District, Assam on LSTK Basis.

This Corrigendum is issued to notify the following with respect to the tender:

1.0 Minutes of the Pre-Bid Meeting is attached as **Annexure-I**. OIL's responses to the pre-bid queries raised by the bidders prior to the pre-bid meeting and the attendance sheet are attached as **Annexure-II.**

2.0 A new Clause no. 2.4 under Part-A of Special Conditions of Contract is added as under:

2.4 DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP): Steel Policy notified vide Notification No. 324 dated 29.05.2019 and as amended from time to time by Ministry of Steel, Government of India is applicable against this tender. The detailed policy may be referred in Ministry's website. Also, refer **ANNEXURE – VI** to this tender in this regard.

(Annexure-VI is attached herewith.)

3.0 All other terms and conditions of the tender remain unchanged.

All the prospective bidders are requested to regularly visit OIL's website: www.oil-india.com and e-procurement portal https://etender.srm.oilindia.in/irj/portal for further announcements/ latest information related to the tender.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

PROJECTS DEPARTMENT
TEL: (91) 374-2807207
E-mail: *prodproj@oilindia.in*
Website: www.oil-india.com

ANNEXURE-I: MINUTES OF PRE-BID MEETING

Tender No. CPG8266P25

Name of Work: "Hiring of Services for EPC (Engineering, Procurement, Construction) & Commissioning of a Group Gathering Station (GGS) Consisting of an OCS, ETP+STP and WIS at Lakwagaon in Sivasagar District, Assam on LSTK Basis"

Date & Time: 28.01.2025, 10:00 AM.

Venue: Conference Room of Projects Department, FHQ, Duliajan

The Pre-Bid conference was held in physical mode in the Conference room of Project Department, with an option for online participation provided for bidders as per their request. The meeting was attended by representatives from OIL, EPMC and four prospective bidders, viz. M/s. Expro Oilfields India Private Limited, M/s Hal Offshore Limited, M/s Thermax & M/s Joyec Solutions Pte. Ltd. The pre-bid meeting was organized to address the queries raised by the bidders for the said tender within the pre-bid query submission deadline.

CGM (Projects) opened the meeting by introducing the attendees from OIL and EPMC and then greeted all the Bidders who attended physically. The attendees from the bidders' side were also introduce themselves. Subsequently, CGM (P) put forward the meeting's agenda. He then briefly explained the process that will be followed by OIL during and after the pre-bid conference and then requested EPMC Project Manager to give a short presentation.

OIL in consultation with EPMC M/s Kavin Engineering Services Pvt. Ltd discussed and clarified the queries pointwise. The queries received & clarifications given, during the meeting are placed as **Annexure–II**. It was mentioned in the meeting that the final reply against each pre-bid query shall be published in tender portal and same will be treated as part of the Tender conditions and shall be binding to both OIL and Bidders.

The meeting ended with a vote of thanks to the chair.

OIL's Representative		**Bidder's Representative**		
Sl. No.	**Name**	**Sl. No.**	**Name**	**Firm's Name**
1	Malay Kumar Das, CGM-Projects	1	Santhip Prabhu Sambasivam	M/s Expro Oilfields India Private Limited
2	Navajyoti Chetia, DGM-Production (WF)	2	Pranjal Bordoloi	
3	Sekhar Ranjan Sonowal, DGM-FE	3	Adarsh Nath	
4	M. Bikramjit Singha, DGM-Projects (C&P)	4	Saurabh Joshi	
5	Habib Rahman Khan, CMFA	5	Murali Menon	

OIL's Representative		**Bidder's Representative**		
6	Partha Protim Baruah, CE-Instrumentation	6	Sidharth Kataria	Thermax
7	Karabi Pegu, CE-Electrical	7	Amit Sahu,	HAL Offshore Ltd
8	Syed Rizaul Kerim, Dy. CE-Projects	8	Devendran M	
9	Abhishek Agarwal, Dy. CE-Projects	9	G. Sachithananthan	Joyec Solutions Pte. Ltd
10	Miss. Dikshita Kalita, SE -OGPS (SR)			
11	Partha Pran Dutta, SE-HSE			
12	Sumit Kumar, SE-FS			
13	Lakhya Jyoti Chutia, SE-Civil (WF)			
14	Saurabh Baishya, Manager-Projects (C&P)			
15	Liza Dutta, Sr. E -OGPS (SR &U)			
EPMC's Representative				
Sl. No.	**Name**			
1	Selvaraj S., Project Manager-EPMC			
2	Murugan P., Engineering Manager			

Note: The Pre-Bid Meeting was held in physical mode, however M/s. Joyec Solutions Pte. Ltd. and a few representatives from M/s. Expro and M/s. Hal Offshore Ltd. participated online. The attendance sheet of the pre-bid meeting is attached as **Annexure-II.**

Annexure-II

ATTENDANCE SHEET -PRE-BID MEETING DTD 28.01.2025
Tender no. CPG8266P25

E-Tender No. CPG8266P25

Name of Work: "Hiring of Services for EPC (Engineering, Procurement, Construction) & Commissioning of a Group Gathering Station (GGS) Consisting of an OCS, ETP+STP and WIS at Lakwagaon in Sivasagar District, Assam on LSTK Basis".

Date & Time: 28.01.2025, 10:00 AM.

Venue: Conference Room of Projects department, FHQ, Duliajan

Sl. No.	Name	Designation	Company Name
1	M K DAS	CGM- Project	OIL
2	M. BIKRAMJIT SINGHA	DGM - PROJECTS (I&P)	OIL
3	H R Khan.	CMFA	OIL.
4	Santlap Prabhu Sambasivam	Coordinator Operations	Expro
5	Pranjal Bordoloi	Engg	Expro
6	Dhevendran M	Manager	HAL
7	Amit Sahu	GM	HAL (Cordova)
8	Sumit Kumar	SE-FS	OIL
9	Selvaraj	GM - Projects	KAVIN
10	P. MURUGAN	Engineering Mgr	KAVIN
11	Syed Rizaul Karim	Dy CE (Project)	OIL
12	Abhishek Agarwal	Dy CEP-NF	OIL.
13	Navjyoti Chotia	DGM (W-E)	OIL
14	Sidharth Kataria	Manager	Thermax.
15	P.P. Boruah	CE - Instrumentation	OIL
16	S.R Sonowal	DY MFE	OIL

Annexure-II

ATTENDANCE SHEET -PRE-BID MEETING DTD 28.01.2025
Tender no. CPG8266P25

Sl. No.	Name	Designation	Company Name
17	Laknya Jyoti Chutia	SEC-WF	OIL
18	Dikshita Kalita	SE-OGPS(GR)	OIL
19	LIZA DUTTA	Sr. E (OGPS SR&W)	OIL
20	KARABI PEGU	CE (Electrical)	OIL
21	Adarh Nath	Asia Pac Regional Business development	Expro (Online)
22	Saurabh Jyoshi	Proposals Coordinator	Expro (Online)
23	Murali Menon	Asia Pac Regional Product line manager	Expro (Online)
24	G. Sachithananthan	Sr. Project/ Proposal Manager	Joyce Solutions Pte Ltd. (Online)
25	Saurabh Baishya.	Manager- P(C&P) OIL, Projects.	OIL
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

PROJECT: Hiring of Services for EPC (Engineering, Procurement, Construction) & Commissioning of a Group Gathering Station (GGS) Consisting of an OCS, ETP+STP and WIS at Lakwagaon in Sivasagar District, Assam on LSTK Basis.

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
1	Expro Oilfield India Pvt Ltd	Part-I: GCC	3.2 Page 8	**Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. **Such changes shall be subject to the CONTRACTOR's available resources and capability. The CONTRACTOR shall not be obligated to commence any work on the change program until an amendment is signed between both parties and the CONTRACTOR shall not be liable to the COMPANY for any costs, claims, delays, charges or similar arising out of the Parties failure to agree to the terms and conditions of any requested change program.** COMPANY's instruction in this regard shall be final and binding	This is to ensure that the changes made are within the Contractor's capability to carry out.	Tender conditions prevail.
2	Expro Oilfield India Pvt Ltd	Part-I: GCC	10.0 Page 11	**Please delete**	Contractor has a long standing reputation in the industry and humbly requests that the Company dispense with the requirement of providing performance security for the purposes of this bid. Contractor is able to provide the technical and financial requirements of this	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
					tender. In the event Company is not agreeable, Contractor offers to provide performance guarantee from its immediate parent company.	
3	Expro Oilfield India Pvt Ltd	Part-I: GCC	14.9 Page 18	If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. **~~Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations.~~** **The CONTRACTOR shall immediately notify OIL and take corrective measures to reinstate the required insurance policies promptly.** Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.	Contractor is not agreeable for the imposition of penalty for failure to maintain insurance.	Tender conditions prevail.
4	Expro Oilfield India Pvt Ltd	Part-I: GCC	14.10 Page 18	The Contractor on demand from the Company shall furnish the Insurance **~~Policy~~** **Certificate** having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.	Contractor's insurance certificates contain all necessary information required by the Company.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
5	Expro Oilfield India Pvt Ltd	Part-I: GCC	16.0. a) Page 21	Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss **or deferral** of production, **loss of business, business interruption, loss of revenue, rig/facility downtime** or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.	This is to include more losses as part of consequential loss for better protection.	Tender conditions prevail.
6	Expro Oilfield India Pvt Ltd	Part-I: GCC	16.0 b) Page 21	Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed ~~100~~ **50**% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.	The Contractor is operating under a fixed fee arrangement, which caps its earnings under the contract. Given the value of the contract, 100% liability of contract price is excessive for the Contractor.	Tender conditions prevail.
7	Expro Oilfield India Pvt Ltd	Part-I: GCC	18.0 Page 22	Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit **or anticipated profit** ~~**or,**~~ business interruptions, **loss of use, loss or deferral of production, loss of revenue, rig/facility downtime,** howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORs.	This is to include more losses as part of consequential loss for better protection.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
8	Expro Oilfield India Pvt Ltd	Part-I: GCC	19.0 Page 22	In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR **which shall not exceed the value of the defective services**. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.	This is for clarity.	Tender conditions prevail.
9	Expro Oilfield India Pvt Ltd	Part-I: GCC	23.2 Page 22	Should COMPANY discover ~~**at any time during the tenure of the Contract or till**~~ **prior to** the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge **only** the **additional** cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited. **Once CONTRACTOR has demobilised from the site or base camp, the CONTRACTOR shall have no obligation to**	This reflects Contractor's warranty for its services.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
				re-perform such defective services and any subsequent re-performance of defective services shall be at COMPANY's expense. The CONTRACTOR shall not be made liable for costs of dismantling, retrieval or return of defective equipment, transportation costs and any incidental or associated costs, including costs of equipment or services provided by COMPANY to third parties.		
10	Expro Oilfield India Pvt Ltd	Part-I: GCC	23.3	**The CONTRACTOR's foregoing warranty shall not apply if equipment or materials have been subjected to improper handling, storage, installation, operation, maintenance, or unauthorised modification or alteration by the COMPANY or third party. Any unauthorised use of replacement parts of failure to follow CONTRACTOR's instructions regarding the use and care of the materials or equipment shall void the Contractor's warranty.** **In the event of a breach of warranty by the COMPANY, the COMPANY shall be liable to pay the CONTRACTOR a termination fee. This fee shall cover all reasonable and documented costs incurred by the CONTRACTOR up to the date of termination, including but not limited to, costs of materials, labour and overhead, as well as any non-cancellable commitments made by the CONTRACTOR in execution of its services under this contract.** **The warranties expressly provided by the CONTRACTOR in this clause are granted in lieu of any other warranties of merchantability, satisfactory quality or fitness for a particular purpose and all other warranties, whether express or implied, by law or otherwise, are hereby expressly excluded.**	The Contractor's warranty is subject to several conditions as shown in this deviation.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
11	Expro Oilfield India Pvt Ltd	Part-I: GCC	23.4 New Page 22	**Notwithstanding the foregoing warranty, the CONTRACTOR shall not be held responsible for any failure to meet the COMPANY's specifications if such failure is caused by:** **a. Inaccurate, incomplete, or incorrect information or assumptions provided by the COMPANY:** **b. Changes in site conditions or operational circumstances during execution of the Work that were not reasonably foreseeable or communicated to the CONTRACTOR; or** **c. COMPANY's instructions or decisions that deviate from the agreed specifications or scope of work.**	Contractor's warranty is provided upon its reliance on accurate and complete information provided by the Company to meet the agreed specifications. Any inaccuracies or omissions should not result in liability for the Contractor.	Tender conditions prevail.
12	Expro Oilfield India Pvt Ltd	Part-I: GCC	27.5 Page 25	INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within **~~45~~ 30** days following the date of receipt of undisputed invoices by COMPANY. **In the event the COMPANY fails to pay CONTRACTOR's invoices, the COMPANY shall be liable to pay interest on the overdue amount at a rate of four percent (4%) per annum above the Bank of England base rate from the original due date of the invoice. Such interest shall accrue daily from the due date until full payment of the overdue amount is made, whether before or after judgment. The COMPANY shall pay the accrued interest along with the overdue amount.**	Contractor's term of payment is 30 days from receipt of undisputed invoice.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
13	Expro Oilfield India Pvt Ltd	Part-I: GCC	30.0 b) Page 28	If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of ~~7.~~5% of the Contract Price.	Contractor deems 7.5% of LD to the contract price excessive. Respectfully requests the company to lower to 5%.	Tender conditions prevail.
14	Expro Oilfield India Pvt Ltd	Part-I: GCC	31.0	In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR**; and shortages of materials**. Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.	The Contractor has no control over shortages of materials, which are often caused by global supply chain disruptions. Recognizing material shortages as a force majeure event aligns with industry norms, particularly in EPC contracts, where timely procurement of materials is critical to project success. A 30-day period is sufficient to assess the viability of continuing the	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
				Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion. Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive ~~**60 (Sixty)**~~ **30 (thirty)** days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period**.** [or exclusively mentioned in the SCC of the Contract] Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.	contract under force majeure conditions. A 60 days period would result in prolonged uncertainty and idle resources for the Contractor	

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
15	Expro Oilfield India Pvt Ltd	Part-I: GCC	38 Page 33	The CONTRACTOR shall be liable for all surface ~~**and sub-surface**~~ pollution to the extent caused by CONTRACTOR**'s negligence** and ~~**resulting**~~ **originating** from CONTRACTOR's ~~**operation/service**~~ **equipment** or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract. Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for: a) Damage to or loss of any reservoir or producing formation **(including without limitation any costs of redrill), or loss of oil or gas therefrom**; and/ or b) Damage to or loss of any well; and/ or c) Any other subsurface damage or loss; and/ or d) **Any blow out, fire, explosion, cratering, or loss of control of the well or hole (including, without limitation, any costs of control and/or removal of debris); and/or** e) **all pollution or contamination of any kind (other than surface spillage of fuels, lubricants or garbage, originating within the equipment of CONTRACTOR) including, without limitation, the cost of control, removal and clean up;** f) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control **(including, without limitation, any costs of control and/or removal of debris),** regardless of cause.	Contractor is only agreeable to assume liability for surface and sub-surface pollution originating from its equipment and caused by its negligence. With respect to catastrophic events, Contractor deems the proposed events to be Company's liability.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
16	Expro Oilfield India Pvt Ltd	Part-I: GCC	45.0 Page 40	**TO DETERMINE THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices **which shall not exceed the value of the defective work at the time such liability arises**.	The Contractor is paid a fixed fee for this project, which inherently limits the financial compensation relative to the scope of work. As such, it is reasonable to limit the Contractor's liability to the value of the defective work at the time such liability arises.	Tender conditions prevail.
17	Expro	Part-I: GCC	45.0 Page 40	**TO DETERMINE THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the	The Contractor is paid a fixed fee for this project, which inherently limits the financial compensation relative to the scope of work. As such, it is reasonable to limit the Contractor's liability to the value of the defective work at the time such liability arises.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
				COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices **which shall not exceed the value of the defective work at the time such liability arises**.		
18	Expro	Part-I: GCC	49 New	**VARIATION** **CONTRACTOR shall have the right to propose changes to the scope of work and other provisions of the CONTRACT if, in the reasonable opinion of the CONTRACTOR, any instruction, omission or action by the COMPANY or its representatives deviates from the agreed scope of work, or if any unforeseen circumstances arise that were not reasonably foreseeable at the time of entering into the contract, including but not limited to legal or regulatory changes, third-party delays, or other events that affect the CONTRACTOR's ability to fulfil its obligation as initially agreed.** **Upon providing written notice of such proposed change, the CONTRACTOR shall include all relevant information regarding the antipated impact on the resources, costs and timelines necessary to complete the work as a result of the change. The COMPANY shall be liable for all reasonable and properly documented expenses incurred by the CONTRACTOR in the preparation of the change request. Should the COMPANY dispute any aspect of the change request, it shall notify the CONTRACTOR in writing within two (2) calendar days of receipt of the notice, specifying grounds for such disagreement. Failure by the COMPANY to provide such timely written notice shall be deemed acceptance of the change, and the Parties shall thereafter proceed to formalize the change through a mutually executed change order.**	Contractor requires the right to raise a change in the event there is deviation from the initially agreed scope of work and agreement.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
19	Expro	GCC	*Article 12.3.4*	*Please insert the below at the end of the paragraph:-* ***Notwithstanding the above, all documents requested shall subject to availability of the documents and earliest of statutory of limitations.***	All documents shall be subject to earliest of statute of limitation including record keeping requirements.	Tender conditions prevail.
20	Expro	GCC	*Article 12.3.6*	*Please insert the below at the end of the paragraph:-* ***Notwithstanding the above, any shortfall of taxes arising from non-remittance or delayed in remittance shall be the onus of the Company including but not limited to cost of arbitration, interest, penalty and all direct cost associated to such deficit.***	Shortfall of taxes including all associated cost shall be borne by the Company.	Tender conditions prevail.
21	Expro	GCC	*Article 12.4.6*	*Please delete the clause*	This clause is one sided.	Tender conditions prevail.
22	Expro	GCC	*Article 12.5.3 (new clause)*	***In the event of change in law (prior or subsequent to execution of contract which ever earlier) resulting in nonavoidable increased in cost or taxes shall be mutually discussed, reviewed, agreed and revised in good faith.***	Change of law resulting in hike in cost or taxes shall be mutually discussed a, agreed and revised in good faith.	Tender conditions prevail.
23	Expro	SCC	5 Page 6	**Please delete**	Contractor requests waiver of this requirement as the Contractor is able to meet the technical and financial aspects of the project.	Tender conditions prevail.
24	Expro	SCC	9 Page 8	**Please delete Marine cum all risk erection policy**	This insurance is inapplicable.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
25	Expro	SCC	13 Page 9	**Please amend the LDs from 7.5% to 5%.**	Contractor deems 7.5% LD excessive. Requests to consider 5% LD.	Tender conditions prevail.
26	Expro	SCC	16 Page 11	The CONTRACTOR shall guarantee the performance of the installation GGS LAKWAGAON ~~**for a period of 12 (twelve) months from the date of completion of PGTR of the plant in accordance with PGTR criteria defined**~~ **up until CONTRACTOR's demobilisation from the site**. Any damage or defect arises that may arise or lie undiscovered ~~**at the time of PGTR**~~ **after CONTRACTOR's demobilisation** , connected in any way with the faulty design or defective equipment/materials supplied by the contractor or faulty construction/erection done by contractor or in the workmanship of contractor, contractor shall carry out the necessary rectification or replacement at risks and costs of the contractor **at the COMPANY's costs and expenses**. In case contractor fails to do the necessary rectification/replacement, Company will have the right to invoke the Performance Security deposited by the contractor. **CONTRACTOR shall not be responsible for modifications or defects arising due to changes in COMPANY's specifications, inlet conditions or operation conditions beyond those agreed at the commencement of the CONTRACT.** During the period of defect liability, if any portion of the work/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/ portion of work shall be operative from the date such rectification/ replacement is carried out and the Contract Performance Security shall be furnished separately for the extended period of liability for that portion of work/equipment only. **It is agreed that the foregoing remedies of re-performance, repair or replacement, as the case may be,**	This reflects Contractor's warranty.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
				shall constitute the COMPANY's sole and exclusive remedy hereunder. Notwithstanding any provision to the contrary, the CONTRACTOR shall in no event be liable for the costs of all other equipment and support services which CONTRACTOR is not contracted to supply under this contract, costs relating to the dismantling, retrieval, or return of defective equipment, any associated costs of transportation and any other incidental or associated costs, without limitation, the cost of any equipment and services provided by the COMPANY GROUP or any third party.		
27	Expro	SCC	2.2.6.1 Page 19	If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract, it shall be open to the Company at its option by written notice to the Contractor: a) To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Company on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Company may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Company, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a	Contractor is paid a fixed fee for its services which limits its financial compensation under the contract. The liability should be specific to the defective work.	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
				fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Company for any excess cost (**which shall not exceed the value of the defective work at the time such liability arises)** occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rates specified in the schedule rate/price bid. b) Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the Schedule of Rates/Price bid **(which shall not exceed the value of the defective work at the time such liability arises)**, occasioned by such works having been taken over and completed by the Company. c) The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Company to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Company shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the		

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
				Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant. d) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the work or part thereof by the Company as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Company under the terms of the Contract authorized or required to be reserved or retained by the Company.		

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
28	Expro		2.2.9 Page 20	The payment to the invoice of the Contractor shall be released by OIL on monthly basis within 30 days after submission of undisputed Invoice duly certified by EPMC with all necessary documents after deduction of all deductible amounts as deemed fit. **In the event the OIL fails to pay CONTRACTOR's invoices, the COMPANY shall be liable to pay interest on the overdue amount at a rate of four percent (4%) per annum above the Bank of England base rate from the original due date of the invoice. Such interest shall accrue daily from the due date until full payment of the overdue amount is made, whether before or after judgment. The OIL shall pay the accrued interest along with the overdue amount.**	30 days payment term aligns with Contractor's requirement however Contractor requires mechanism for events of delayed payment.	Tender conditions prevail.
29	Expro	SCC	13 Page 33	**Please amend the LDs from 7.5% to 5%.**	Contractor deems 7.5% LD excessive. Requests to consider 5% LD.	Tender conditions prevail.
30	Expro	BEC	2.0	Bidder requests OIL to incorporate the below clause in the BEC Criteria to enable bidder to submit the compliant bid: Eligibility criteria in case bid is submitted on the basis of the technical experience of the parent company / subsidiary company / sister subsidiary / co-subsidiary company / ultimate controlling company which holds more than fifty percent of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries or vice versa:	Bidder has requested for a reasonable clause which is crucial for us to borrow the experience required for this Technically complex project. We would like to inform you that Expro group is a multinational company that operates in several countries, therefore, we request Oil India	Tender conditions prevail.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
					to incorporate a borrowing technical experience from their subsidiaries / supporting company / ultimate controlling company clauses in the bid evaluation criteria, allowing the bidder to borrow technical expertise from their support / ultimate controlling company.	
31	Expro	VOLUME- I, PART-II	4.0	Please confirm "In Phase-2 of the project, one Gas Compressor Station having handling capacity of 0.15 MMSCMD (HP) and 0.30 MMSCMD (LP) will be constructed" is not part of this tender.	Please confirm "In Phase-2 of the project, one Gas Compressor Station having handling capacity of 0.15 MMSCMD (HP) and 0.30 MMSCMD (LP) will be constructed" is not part of this tender.	Phase-2 is not part of this tender. The same is clearly mentioned in the tender.
32	Expro	VOLUME- I, PART-II	4.0	Please provide dimensions and space requirements for minimum 6 nos. of gas compressors.	Please provide dimensions and space requirements for minimum 6 nos. of gas compressors.	Refer overall plot plan wherein adequate space is provided
33	Expro				Kindly confirm for civil works, will OIL provide the land.	Land required for this GGS plant will be provided by OIL. The same is clearly

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
						mentioned in the tender.
34	Expro	VOLUME- I, PART – IV	Annexure-III:		Bidder requesting for the change/ alteration in the milestone payment terms.	Tender conditions prevail.
35	HAL OFFSHORE LIMITED	Process		Inlet parameter crude oil composition	We have reviewed the Technical Specifications and noticed that the following process parameters are missing for the design of Crude Electrostatic Treater and Crude Stabiliser. Crude Electrostatic Treater:- Water Cut at Electrostatic Treater Inlet Crude Oil Viscosity at 15 deg C Crude Oil Viscosity at operating temperature Crude Oil Density of 21.6 API at 15.6 deg C is assumed. As per Process	**Crude Electrostatic Treater:-** Water Cut at Electrostatic Treater Inlet : 94 kg/hr Crude Oil Viscosity at 15 deg C : Please Refer detailed analysis of Crude Oil and Process Design Basis, Section-5 **Crude Oil Viscosity at operating temperature:** 1.83 cP @ 65 deg C Crude Oil Density of 21.6 API at 15.6 deg C : 890.5 kg/m3 @ 65 deg C. Please refer detailed analysis data of Crude Oil Samples provided in the tender document and Process Design Basis, Section 5 of Volume-2 of the

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
					Design Basis, PFD and P&ID, LP Separator is operated at approx. 6 KSC and Electrostatic Treater is operated at 1.5 KSC. As a result, the light hydrocarbons are flashed across LP Separator LCV and are removed in the Electrostatic Treater providing gas boot arrangement. We request to advise the expected flashed gas flow rate to the inlet of Electrostatic Treater. For the optimum performance of Electrostatic Treater, we recommend to provide a Degasser at the upstream of Electrostatic Treater to remove the flashed gas. **Crude Stabiliser: -** Crude Oil Assay data include distillation	tender document. Expected flashed gas flow rate to the inlet of Electrostatic Treater : 0.0656MMscfd Bidder to note that in tender Electrostatic Treater and Crude Stabilizer is considered with Gas boot arrangement to achieve RVP. Separate Degasser is not recommended. **Crude Stabiliser:** For Crude Oil Assay data including distillation data; please refer detailed analysis data of Crude Oil Samples provided in the tender document and Process Design Basis, Section 5 of Volume-2 of the tender document. Crude Stabilizers will be used as an additional separator.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
					data to simulate and confirm the RVP requirement of 10 psia at the package outlet. As per PFD and P&ID, Electrostatic Treater and Crude Stabiliser are operating at 1.5 KSC and 1.2 KSC respectively. It is assumed from the RFQ documents, that the pressure loss is mainly due to hydraulic pipe loss. If RVP of <10 psia is achieved at the operating temperature and pressure of 65 deg C and 1.2~1.5 KSC, Crude Stabiliser vessels will be redundant and can be removed from the process flow scheme.	Bidder to follow Volume-2 of the tender document.
36	HAL OFFSHORE LIMITED			PENALTIES APPLICABLE FOR THIS JOB	We would like to know in brief about various penalties applicable for this tender.	Refer SCC, SoW & TOR -and Annexure-II A of the tender document.

Annexure-II
Response to Pre-bid queries discussed in Pre bid Conference (Tender No: CPG8266P25)

Sl No.	Bidder Name	Tender reference	Clause No.	Description	Bidder's Query	OIL/EPMC's Response
37	HAL OFFSHORE LIMITED	Discipline: Civil Technical Specification 1 of 1	Doc No.22002-S-DB-0600 Clause-14.1.(g)	Working stress method of design shall be followed as per IS 456 for liquid retaining structures unless otherwise specified elsewhere in this document for special structures.	22002-S-DB-0600-pg no.52-All liquid retaining/storage RCC structures shall be leak-proof and designed as uncracked section as per IS 3370: 2009. However, the parts of such structures not coming in contact with the liquid shall be designed according to IS:456 except ribs of beams of suspended floor slabs & counterforts of walls (located on the side remote from the liquid) and roof which shall be designed as uncracked section. Please confirm which code to be followed.	As per the tender document, Liquid contact structures shall be designed as uncracked section as per IS 3370: 2009. Tender document shall be followed.
38	HAL OFFSHORE LIMITED	Discipline: Civil Technical Specification 1 of 1	Doc No.22002-S-DB-0600 Clause-14.10	Cathodic Protection of Reinforcement: Where reinforcement is to be cathodically protected, reference should be made to IS 8062/BS 7361 for guidance on design and detailing requirements.	Please confirm whether it is for the reinforcement. OR It is to be used at the base of tank.	Base of tank.

ANNEXURE – VI

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS

(*The detailed Steel Policy notified vide Notification No. 324 dated 29-05-2019 and as amended from time to time by Ministry of Steel, GOI is applicable for this tender and may be referred in Ministry's website*)

1.0 Background

1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP).

2.0 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 per Appendix-A of revised steel policy.

2.3 **Domestic Manufacturer is a manufacturer of iron & steel products** conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.

2.4 **Government** for the purpose of the Policy means Government of India.

2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.

2.6 **MoS** shall mean Ministry of Steel, Government of India.

2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.

2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.

2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.

2.10 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A of revised Steel Policy.

2.11 **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.

1.1 The policy is applicable to iron & steel products as provided in Appendix A of revised Steel Policy.

1.2 Appendix A of revised Steel Policy 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

1.3 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.

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

4.1 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:

4.1.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.

4.1.2 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.

4.1.3 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

5.0 Domestic value addition requirement:

5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.

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

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

5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

5.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

Domestic value addition (%) = (Net selling price of Final Product–Landed cost of imported input steel at plant) * 100/ (Net Selling Price of Final Product)

6.0 Certification and audit:

6.1 For products in Appendix A of revised Steel Policy, each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form 1 attached.

6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.

6.3 OIL 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 OIL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

6.4 In case a complaint is received by OIL against the claim of a bidder regarding domestic value addition in iron & steel products, OIL 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.

6.5 Any complaint referred to OIL 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 OIL within 2 weeks of filing the complaint.

6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the OIL. 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 OIL to establish bonafides of claim.

6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by OIL 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.

7.0 Sanctions

7.1 In case of wrong declaration by the bidder of the prescribed domestic value addition it will lead to rejection of their bid or cancellation of PO and Forfeiture of EMD/SD as the case may be and blacklisting of such manufacturer/ service provider.

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 OIL is hereby authorized to forfeit and my EMD/SD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document No. ……..

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 (OIL)
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.>
.....

Notes:

1.0 For iron and steel products in Appendix A, the procurement process is 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.

2.0 Each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed.

3.0 ***Domestic value addition requirement***

3.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.

3.2 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.

3.2.1 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 OIL.

3.2.2 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. 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.

4.0 *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 OIL and shall continue to be filed till the completion of supply of the said products.*

****

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

$$\%\ Domestic\ value\ addition$$

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

For Capital Goods

$$\%\ Domestic\ value\ addition$$

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

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 1** 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 benefaction (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps,hirate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator,H2S, NH3 & 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 distributer, 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, CO2 removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	50%

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level Il 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 / O2 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 nipiling stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting 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, EIectro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, 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, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

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

Form-1

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

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

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

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

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

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

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

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

i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Iron & Steel Products for which the certificate is produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed

vi. Name and contact details of the unit of the manufacturer (s)

vii. Net Selling Price of the iron & steel products

viii. Freight, insurance and handling till plant

ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products

x. List and total cost of input steel which are domestically sourced.

xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.

xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

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

<Insert Name, Designation and Contact No.>

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.