Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5145440
Dated/दिनांक : 10-07-2024

## Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|---|
| **Bid End Date/Time/बिड बंद होने की तारीख/समय** | 14-08-2024 11:00:00 |
| **Bid Opening Date/Time/बिड खुलने की तारीख/समय** | 14-08-2024 11:30:00 |
| **Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)** | 90 (Days) |
| **Ministry/State Name/मंत्रालय/राज्य का नाम** | Ministry Of Petroleum And Natural Gas |
| **Department Name/विभाग का नाम** | Oil India Limited |
| **Organisation Name/संगठन का नाम** | Oil India Limited |
| **Office Name/कार्यालय का नाम** | Oil India Limited |
| **Total Quantity/कुल मात्रा** | 82600 |
| **Item Category/मद केटेगरी** | Title1 , Title2 , Title3 , Title4 , Title5 , Title6 , Title7 , Title8 , Title9 , Title10 , Title11 |
| **BOQ Title/बीओक्यू शीर्षक** | Line pipe |
| **MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट** | No |
| **Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट** | No |
| **Document required from seller/विक्रेता से मांगे गए दस्तावेज़** | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| **Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया** | No |
| **Type of Bid/बिड का प्रकार** | Two Packet Bid |
| **Primary product category** | Title1 |
| **Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय** | 3 Days |

| Bid Details/बिड विवरण | |
|---|---|
| **Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)** | No |
| **Payment Timelines** | Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| **Evaluation Method/मूल्यांकन पद्धति** | Item wise evaluation/ |
| **Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।** | Yes |

**EMD Detail/ईएमडी विवरण**

| | |
|---|---|
| Advisory Bank/एडवाईजरी बैंक | ICICI |
| Schedule 1 EMD Amount/ईएमडी राशि (In INR) | 2032000 |
| Schedule 2 EMD Amount/ईएमडी राशि (In INR) | 25200 |
| Schedule 3 EMD Amount/ईएमडी राशि (In INR) | 2142400 |
| Schedule 4 EMD Amount/ईएमडी राशि (In INR) | 41800 |
| Schedule 5 EMD Amount/ईएमडी राशि (In INR) | 2900300 |
| Schedule 6 EMD Amount/ईएमडी राशि (In INR) | 25800 |
| Schedule 7 EMD Amount/ईएमडी राशि (In INR) | 1246100 |
| Schedule 8 EMD Amount/ईएमडी राशि (In INR) | 45000 |
| Schedule 9 EMD Amount/ईएमडी राशि (In INR) | 266600 |
| Schedule 10 EMD Amount/ईएमडी राशि (In INR) | 189500 |
| Schedule 11 EMD Amount/ईएमडी राशि (In INR) | 270300 |

**ePBG Detail/ईपीबीजी विवरण**

| | |
|---|---|
| Advisory Bank/एडवाइजरी बैंक | ICICI |
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%) | 5.00 |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 22 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the

relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

GMFA
Oil India Limited, Duliajan, Assam 786602. Email : tuhin_roy@oilindia.in; Details of Beneficiary : OIL INDIA, Bank Name : ICICI BANK LTD, Branch Name :Duliajan, IFSC Code ICIC0000213, Unique identifier code (Field 7037) : OIL503988890, Company name : Oil India Limited Type of Account :Current
(Gmfa)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

| | |
|---|---|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |

**MSE Purchase Preference/एमएसई खरीद वरीयता**

| | |
|---|---|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers

offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

| **Evaluation Schedules** | **Item/Category** | **Quantity** |
|---|---|---|
| Schedule 1 | Title1 | 20000 |
| Schedule 2 | Title2 | 300 |
| Schedule 3 | Title3 | 12000 |
| Schedule 4 | Title4 | 200 |
| Schedule 5 | Title5 | 35500 |
| Schedule 6 | Title6 | 400 |
| Schedule 7 | Title7 | 6000 |
| Schedule 8 | Title8 | 200 |
| Schedule 9 | Title9 | 1500 |
| Schedule 10 | Title10 | 1500 |
| Schedule 11 | Title11 | 5000 |

## Title1

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 20000 | 270 |

## Title2

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 300 | 270 |

## Title3

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 12000 | 270 |

## Title4

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 200 | 270 |

## Title5

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 35500 | 270 |

## Title6

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 400 | 270 |

## Title7

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 6000 | 270 |

## Title8

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 200 | 270 |

## Title9

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 1500 | 270 |

## Title10

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 1500 | 270 |

## Title11

**(Minimum 50% and 35% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| | |
|---|---|
| **Specification Document** | View File |
| **BOQ Detail Document** | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Chandana Phukan | 786602,Oil India Limited, Duliajan, Assam | 5000 | 270 |

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Inspection**

   **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
   When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

ऑयल इंडिया लिमिटेड
( भारत सरकार का उद्यम )
Oil India Limited
(A Government of India Enterprise)

**MATERIALS DEPARTMENT**
**P.O. Duliajan, Dist. Dibrugarh**
**ASSAM, PIN – 786 602, INDIA**

*Conquering Newer Horizons*

## FORWARDING LETTER & INSTRUCTION TO BIDDERS

**OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

In connection to its operations, OIL invites **DOMESTIC COMPETITIVE BIDS** from competent and experienced bidders through GEM portal for the items mentioned below. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GEM portal. For your ready reference, few salient points of the Tender are highlighted below.

## TENDER INFORMATION SUMMARY

| | | | |
|---|---|---|---|
| 1A | Bid Security | : | **Applicable**<br><br>Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender i.e. valid upto 28.02.2025.<br><br>***NOTE:*** **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be rejected.** |
| 1B | Bid Security Declaration | : | Not Applicable |
| 2 | Performance Guarantee | : | **Applicable @ 5 % of Order value for PO value more than Rs. 10.00 Lakhs** |
| 3 | Integrity Pact | : | Applicable |
| 4 | MSE Purchase Preference | : | Applicable |
| 5 | PPP-MII Purchase Preference | : | Applicable |
| 6 | Preference to domestically manufactured Iron and Steel product (DMI&SP Policy) | : | Applicable |
| 7 | Restrictions on procurement from a bidder of a country which shares a land border with India | : | Applicable |
| 8 | Pre - despatch inspection | : | Not Applicable |
| 9 | Third party inspection (TPI) | : | Applicable |
| 10 | Installation & Commissioning | : | Not Applicable |
| 11 | Training | : | Not Applicable |
| 12 | Annual Maintenance Contract | : | Not Applicable |
| 13 | OIL's PR No. | : | 1630814. FP-07<br>***Quote this reference number for all correspondence with OIL.*** |

## LIST OF ANNEXURES/PROFORMAS

| | | |
|---|---|---|
| **ANNEXURES** | | |
| Annexure - I | : | Technical Specifications, Scope of Work, Special terms & Conditions etc. |
| Annexure - II | : | Price Break up |
| Annexure - III | : | Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC) |
| Annexure - IV | : | Technical & Commercial Checklist |
| Annexure - V | : | General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) |
| Annexure - VI | : | Bid Evaluation Matrix (Technical Specification) |
| Annexure - VII | : | Bid Evaluation Matrix (Bid Rejection Criteria) |
| Annexure - VIII | : | Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP) |
| Annexure - IX | : | General Conditions of Contract *(For all services to be rendered including AMC)* |
| **PROFORMAS** | | |
| Proforma - A | : | Format for undertaking towards compliance of Financial Criteria |
| Proforma - B | : | Format for Annual Turn Over and Net Worth Certificate |
| Proforma - C | : | Format for Corporate Guarantee towards Financial Standing |
| Proforma - D | : | Format for Integrity Pact |
| Proforma – E(I), E(II), E(III) | : | Formats for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India |
| Proforma - F | : | Format for Performance Security |
| Proforma – G A | : | Format for Bid Security |
| Proforma – G B | : | Format for Bid Security Declaration |
| Proforma - H | | Format for undertaking towards submission of authentic information/ documents |
| Proforma - I | | Format for Authorization letter For attending Tender Opening |
| Proforma – J | | Format for Exception / Deviation |
| Proforma – K | | Format for Undertaking For Local Content |
| Proforma - L | | Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid) |
| Proforma – M | | Format for Bidders financial standing |
| Proforma – N | | Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation |

## ANNEXURE – I

## AA) TECHNICAL SPECIFICATION/SCOPE OF WORK/SPECIAL TERMS & CONDITIONS

| Item no. | Item Description | Qty (In Metres) |
|---|---|---|
| 1 | 8" Coated line pipe | 20000 |
| 2 | 8" Bare line pipe | 300 |
| 3 | 14" Coated line pipe | 12000 |
| 4 | 14" Bare line pipe | 200 |
| 5 | 6" Coated line pipe | 35500 |
| 6 | 6" Bare line pipe | 400 |
| 7 | 16" Coated line pipe | 6000 |
| 8 | 16" Bare line pipe | 200 |
| 9 | 12" Coated line pipe | 1500 |
| 10 | 10" Coated line pipe | 1500 |
| 11 | 4" Coated line pipe | 5000 |

| SL NO | ITEM DESCRIPTION | QTY (IN Metres) |
|---|---|---|
| 01 | Line pipe Bevel Ended 3 LPE coated 200mm (8.5/8" ) NB dia , ERW/LSAW/HSAW , Grade API 5L X-46,PSL -2, W/T 6.4 mm as per API 5L latest edition having following specification .<br>i) Pipe Outside diameter 219.1mm (8 .5/8"):<br>ii) Thickness:6.4mm<br>iii) Length :Double random length<br>iv) Weight per meter : 33.57 kg/m<br>v)Test mill Pressure (Hydraulic): 140kg/sq cm 2000(psi) | 20,000 M |
| 02 | Bare Line pipe, Bevel Ended 200mm (8" ) NB dia , ERW/LSAW/HSAW , Grade API 5L X-46,PSL -2, W/T 6.4mm as per API 5L latest edition having following specification .<br><br>i) Pipe Outside diameter 219.1mm<br>ii) Thickness:6.4mm<br>iii) Length : Double random length<br>iv) Weight per meter : 33.57 kg/m<br>v) Test mill Pressure (Hydraulic): 140kg/sq cm | 300 M |
| 03 | "Line pipe Bevel Ended 3 Layer Polyethylene coated 350mm (14"" ) NB dia , ERW/ LSAW/HSAW , Grade API 5L X-60,PSL -2, W/T 6.4 mm as per API 5L latest edition having following specification .<br><br>i) Pipe Outside diameter: 355.6 mm,<br>ii) Thickness: 6.4 mm,<br>iii) Length : Double random length,<br>iv) Test mill Pressure : 128 kg/sq cm" | 12,000 M |
| 04 | "Line pipe Bevel Ended bare 350mm (14"" ) NB dia , ERW/LSAW/HSAW , Grade API 5L X-60,PSL -2, W/T 8.7 mm as per API 5L latest edition having following specification .<br><br>i) Pipe Outside diameter: 355.6 mm,<br>ii) Thickness: 8.7 mm,<br>iii) Length : Double random length,<br>iv) Test mill Pressure : 176 kg/sq cm" | 200 M |
| 05 | Pipe,Line,Bevel Ended,3LPE coated,150mm(6")NB dia , ERW/LSAW/HSAW , GradeAPI 5L X-46,PSL-2, W/T 6.4 mm as per API 5L latest edidition having following specification .<br><br>i) Pipe Outside diameter 168.3mm (6 5/8"):<br>ii) Thickness:6.4mm<br>iii) Length : Double random length<br>iv) Weight per meter : 28.22 kg/m(18.97 lb/ft)<br>v) Test mill Pressure (Hydraulic): 140kg/sq cm | 35,500 M |

| | | |
|---|---|---|
| 06 | Item Description: Bare Line pipe, Bevel Ended Dimensions: 150mm (6" ) NB diameter, ERW/LSAW/HSAW Grade: API 5L X- 46,PSL -26,000 W/T: 6.4mm as per API 5L latest edition having following specifications:-<br><br>i) Pipe Outside diameter:168.3mm<br>ii) Thickness:6.4mm<br>ii) Length : Double random length<br>iv) Weight per meter:28.22 kg/m<br>v) Test mill Pressure (Hydraulic):140kg/sq cm | 400 M |
| 07 | Three Layer polyethylene Precoated Bevel ended Line Pipe, 16# (400mm), NB ERW/LSAW/HSAW, Grade X-60, PSL-2, W/T= 6.4 mm as per API 5L 43rd Edition, March 2004. | 6,000 M |
| 08 | Bevel ended (BARE) Line Pipe, 16# (400mm), NB ERW/LSAW/HSAW, Grade X-60, PSL-2, W/T= 8.7 mm as per API 5L 43rd Edition, March 2004. | 200 M |
| 09 | "Line pipe Bevel Ended 3 LPE coated 300mm (12"" ) NB dia , ERW/LSAW/HSAW , Grade API 5L X-60,PSL -2, W/T 7.1 mm as per API 5L latest edition having following specification .<br><br>i) Pipe Outside diameter: 323.9mmNB,<br>ii) Thickness: 7.1 mm,<br>iii) Length : Double random length,<br>iv) Weight per meter : 55.47 kg/m<br>v) Test mill Pressure : 154 kg/sq cm" | 1,500 M |
| 10 | Three Layer polyethylene pre-coated Bevel ended Line Pipe, 10"" (273.1 mm), NB ERW/LSAW/HSAW, Grade X-46, PLS-2, W/T = 7.1 mm as per API 5L latest edition having following specification :<br><br>1. Pipe Out side diameter: 273.1 mm<br>2. Thickness : 7.1 mm<br>3. Length : Double random length<br>4. Weight per meter : 46.57 kg/m<br>5. Test Pressure: 140 kg/cm2 | 1,500 M |
| 11 | Line pipe Bevel Ended 3 LPE coated 100mm (4" ) NB dia , ERW/LSAW/HSAW , Grade API 5L X-46,PSL -2, W/T 7.1mm as per API 5L latest edition having following specification .<br>i) Pipe Outside diameter 114.3mm (4/1/2")<br>ii) Thickness:7.1mm<br>iii) Length : Double random length<br>iv) Weight per meter : 18.77 kg/m(12.66 lb/ft)<br>v) Test mill Pressure (Hydraulic): 211kg/sq cm | 5,000 M |
| **BB.** | **Special terms and conditions:** | |
| 1 | The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin, Local content and place of dispatch of the materials. | |

| | | |
|---|---|---|
| 2 | Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation. | |
| 3 | Bidder to sign and submit completely filled up Technical / Commercial Checklist - **ANNEXURE - IV**. | |
| 4 | HSN codes of the items against of the tender are: For pipes 7306. | |
| 5 | Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products (FORM-1) and other documents have to be submitted as per APPENDIX-A2 "POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS". **As per policy, Minimum Domestic Value Addition for the item is 35 %. Manufacturers / suppliers having the capability of meeting / exceeding the above domestic value addition target are only eligible to participate in the tender.** | |
| 6 | In case the bidder has satisfactorily executed development order (i.e. including satisfactory inspection and Field Trial Testing) for similar items in the past in OIL/ONGCL, then the bidder does not have to satisfy experience criteria of BEC /BRC in OIL provided the specification of items matches to that of OIL. | |
| 7 | The Bidder shall submit their bid in tabular form as per Annexure – I: Technical Specification & Annexure – III: Bid Rejection Criteria above. | |
| 8 | **DELIVERY PERIOD:** Materials must be delivered within delivery date mentioned in the tender. | |

****

**DETAILED SPECIFICATION, SCOPE OF WORK AND SPECIAL INSTRUCTIONS**

PART – A

1.0 Line pipes BARE/3LPE Coated of sizes 100mm NB, 150mm NB, 200mm NB, 300mm NB, 350mm NB & 400mm NB diameter.

2.0 DELETED**.**

3.0 SCOPE OF WORK AND SPECIFICATIONS FOR SUPPLY OF BARE/3LPE COATED LINE PIPES

3.1 SPECIFICATIONS:

3.1.1 Line Pipes must be manufactured as per API 5L Latest Edition and must bear API monogram. A valid API Specification 5L certificate from the manufacturer shall be submitted along with the quotation without which offer shall be rejected. The pipes shall be brand new, unused, and of prime quality and in double random length without any jointers.

3.1.2 Pipe ends: Ends must be prepared as per relevant API specifications. Suitable end protectors as specified shall be used to protect the ends.

3.2 MILL INSPECTION / CERTIFICATION

All line pipes shall be manufactured, tested and certified in accordance with API Specification 5L, Latest Edition.

3.3 PHYSICAL / MECHANICAL TEST:

The following tests shall be carried out on each heat of steel from which the pipes are manufactured as per API Specification 5L, Latest Edition, and test results thereof shall be submitted to OIL along with the materials.

(i) Chemical Analysis
(ii) Heat Analysis
(iii) Product Analysis
(iv) Recheck Analysis
(v) Mill-Control Check Analysis
(vi) Tensile tests
(vii) Yield strength tests
(viii) Mill control tensile tests
(ix) Flattening tests
(x) Guided bend tests/tensile elongation tests
(xi) Dimension and weight tests including drift and straightness. (Note: Drift Test is not applicable for ERW pipes as per API 5L specification. Hence it should not be considered in case of ERW pipes.)

(Note: ix and x are required for ERW pipes only)

3.3.1 While conducting the above tests if any of the pipe fails, retest of the same shall be carried out as per API Specification 5L, API 5L Latest Edition.

3.4 Hydrostatic Test:
Each joint of pipe shall be tested hydrostatically to the recommended pressure at the mill in accordance with the relevant API specifications.

3.5 Non-Destructive Tests:
Non-destructive tests shall be carried out as specified in API Specification 5L Latest Edition.

3.6 SUPPLIERs should give details of mills inspection and QC methods available. OIL may require such details in case of an Order.

3.7 SPECIFICATION FOR ELECTRIC WELDED LINE PIPE FOR ONSHORE APPLICATION

Electric welding shall be performed with a minimum welder frequency of 200 kHz. The welding system shall have an integrated control in which following data as a minimum shall be monitored.
- Time
- Welding speed
- Current and Voltage
- Heat treatment temperature

Maximum Carbon Equivalent
For pipes of all grades, size and wall thickness, Carbon Equivalent shall comply with the following limits :
CE (Pcm) < 0 .20%
CE (IIW ) ≤ 0.40%

Tensile Properties
The finished pipes shall conform to the requirements of relevant table of API 5L latest edition.

Charpy Impact Test for PSL 2
As per API Spec 5L.

Metallographic Examination
Vickers hardness test shall be carried out on each specimen taken for metallographic examination in accordance with ASTM E-92. The resulting Vickers hardness value at any point shall not exceed 248HV10.The maximum difference in hardness between the base metal and any reading taken on the weld or heat affected zone shall be less than 80 HV10. The retest criteria for the applicable test are to be considered in accordance with clause 10.2.12 & its sub clauses of API 5L 46$^{th}$ Edition (latest edition)

REVERSE BEND TEST
Reverse bend test shall be executed with the same number of tests and retests (if any) specified for flattering test in para 9.6 of API 5L 46th Edition and for acceptance criteria of Reverse bend, bidder shall refer to para 9.5.

WALLTHICKNESS
In addition to API requirements, the wall thickness of each pipe shall be checked along the circumference at both ends of pipe body at 12 o'clock, 3 o'clock, 6 o'clock and 9 o'clock positions. The wall thickness tolerance shall comply with the requirements of API Spec 5L specification.

LENGTH
All pipes shall be supplied with length between 11.5 m and 12.5 m. However pipe with length between 10.0 m and 11.5 m can also be accepted for a max. of 5% of the ordered quantity. The minimum average length of the entire ordered quantity in any case shall be 12.0 m. API Spec 5L Table 11 shall not be acceptable. The minimum overall length tolerance shall be (-) zero and (+) one pipe length to complete the ordered quantity. Each pipe shall be measured for conformance to above requirements and all measurements shall be recorded.

STRAIGHTNESS

The deviation from a straight line for shall not exceed 0.2% along any length. Each pipe shall be checked for conformance to this requirement.

PIPE ENDS

Unless specified otherwise, the pipe ends shall be beveled as per API Spec. 5L. In removing the inside burrs at the pipe ends, care shall be taken not to remove excess metal and not to form an inside cavity or bevel. Removal of excess metal beyond the minimum wall thickness as indicated elsewhere in this specification, shall be a cause for rebevelling. In case root face of bevel is less than that specified, the pipe ends shall be rebevelled and rectification by filing or grinding shall not be done.

BEVEL PROTECTORS

Both pipe ends of all pipes shall be provided with metallic or high impact plastic bevel protectors as per Manufacturer's standard. Bevel protectors shall be of a design such that they can be re-used by coating applicator.

PURCHASER AND THIRD PARTY INSPECTION(ENGAGED BY PURCHASER)

Manufacturer shall comply with the provisions regarding inspection notice, plant access, compliance and rejection mentioned in Appendix H of API Spec 5L. The Manufacturer shall give reasonable notice of the starting date of normal production and the work schedule. Any action or omission on part of Purchaser's Representative shall not relieve the Manufacturer of his responsibility and obligation to supply material in accordance with this specification.

4.0 THIRD PARTY INSPECTION (TPI):

a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. **ALL COST TOWARDS THE ENGAGEMENT OF THIRD PARTY INSPECTION AGENCY SHALL BE BORNE BY OIL. BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THE GEM PRICE SCHEDULE**. **The "Estimated TPI cost" of the items shall be submitted separately as attachment in price bid (as per Price breakup - Annexure -II) and shall not be considered for bid evaluation. The "Estimated TPI cost" is for OIL's reference only.** However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

b) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.

d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.

i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.

j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

k) Additionally, engineers/representatives from OIL may also visit the supplier's premises for inspection of the order. The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL representatives/engineers may demand for any test or examination required at supplier's premises. The travelling and lodging expenses of the engineers/representatives from OIL shall be borne by Oil India Limited.

l) Third-party inspection of items may be conducted by any of the TPI agencies listed below, but it is not limited to these parties only. The details of Third-party inspection agency shall be provided after placement of Purchase order:

i) M/s Lloyds.
ii) M/s Bureau Veritas
iii) M/s RITES
iv) M/s I.R.S
v) M/s Tuboscope Vetco (To be considered after opening of office in India).
vi) M/s DNV-GL

4.1 SCOPE OF THIRD PARTY INSPECTION FOR LINE PIPES:

4.1.1 Inspection by an independent third party to cover the following will be required against line pipes:

(i) Material Identification
(ii) Stage inspection at random visit basis during manufacturing
(iii) Audit and endorsement of all chemical analysis and physical test reports
(iv) Witness dimensional checks
(v) Witness mechanical tests (as per API 5L, the Latest Edition)
(vi) Witness NDT
(vii) Witness hydrostatic tests
(viii) Visual inspection for imperfection
(ix) Longitudinal defect identification
(x) Transverse defect identification (The same is not required for ERW Pipe)
(xi) Wall thickness measurement
(xii) Joint Inspection & Grade confirmation
(xiii) End area defect identification
(xiv) Inspection of end bevelling
(xv) Check and verify length of each joint of pipe
(xvi) Issue of certificate

4.1.2 Manufacturer will carry out physical / chemical / mechanical / hydrostatic, NDT tests etc. for raw material and finished pipes as per relevant API specification (Latest Edition) for all the pipes i.e. 100% (hundred percent). Third Party will check & verify manufacturer's test data, records, reports etc. of raw materials and finished tubes in respect of all the pipes i.e. 100% (hundred percent). Over and above checking and verification of records and reports, third party will carry out inspection for the followings on the percentage basis given below in his presence:

(a) Raw material inspection for chemical composition and mechanical properties:

10% of number of heats and plates of raw materials will be tested at random by the third party. If the percentage of number of heats/plates for manufacture of particular item is 05(five) or less, then all the raw materials will be tested for chemical composition and mechanical properties, as per relevant codes.

(b) Finished tube inspection:

(i) Checking dimensions, wall thickness, quality, end beveling (for Beveled ended pipes), surface imperfection etc. : 5% of the tubes at random will be checked/tested by third party.
(ii) Checking chemical composition and mechanical properties – Sample frequency as per API 5L Latest Edition will be tested by the third party.

(c) Witnessing NDT through ultrasonic testing/magnetic particulars method/other methods:

(i) Longitudinal defects - 5% of the tubes at random will be tested by third party.

(d) Hydraulic testing: 10% of the tube at random will be tested by third party.

4.1.3 The Third Party Inspection is to be carried out OIL's appointed Third Party Inspection Agency only.

4.1.4 SUPPLIERs to confirm that transportation will be carried out as per API-RP-5L1 (Latest Edition).

4.2 THIRD PARTY INSPECTION FOR COATINGS:

4.2.1 The Third Party Inspection is to be carried out OIL's appointed Third Party Inspection Agency for coatings.

4.2.2 Third Party shall carry out inspection of the coating as per para 6.10 'INSPECTION AND TESTING' and quantum of inspection to be carried out by TPIA shall be as per table 4.2.2(t1) below.

Table 4.2.2(t1)

| Sl. No. | Inspection and testing description | Scope of TPIA | Quantum of check | Verifying document |
|---|---|---|---|---|
| 1 | Visual Inspection | Visual check | 10% of total ordered quantity | |
| 2 | Coating Thickness | Physical check | 10% of total ordered quantity | |
| 3 | Holiday Detection | Witness | 10% of total ordered quantity | |
| 4 | Bond Strength Test. | Verify | Random | Suppliers test report |
| 5 | Impact Strength | Verify | Random | Suppliers test report. |
| 6 | Indentation Hardness | Verify | Random | Suppliers test report. |
| 7 | Air Entrapment Test | Verify | Random | Suppliers test report |

| | | | | |
|---|---|---|---|---|
| 8 | Degree of Cure | Verify | Random | Suppliers test report |
| 9 | Epoxy Layer Adhesion Test | Verify | Random | Suppliers test report |
| 10 | Cathodic Disbondment Test | Verify | Random | Suppliers test report |

4.2.3 Third party will carry out additional tests and inspections which they feel deem necessary as per DIN-30670 and also issue necessary inspection certificate.

5.0 SCOPE OF WORK AND SPECIFICATIONS FOR PIPE HANDLING, LOADING, TRANSPORTATION TO COATING PLANT AND UNLOADING AT COATING PLANT.

5.1 The SUPPLIER (whether they are pipe manufacturer or pipe coating applicator or supplier of the pre-coated pipes as referred to PART B, Bid rejection criteria & Bid evaluation criteria) shall be fully responsible for the custody of the pipes from the start of manufacturing until the time the coated pipes are 'handed over' to COMPANY and/ or installed in permanent installation of the COMPANY in the case may be as per terms of the tender.

5.2 The SUPPLIER shall load, transport, the bare pipes to the coating plant(s) and unload and stockpile the same using suitable means and in a manner to avoid damage to pipes. The SUPPLIER shall stockpile the bare pipes at the storage area of the coating plant. The SUPPLIER shall comply with API RP-5L1 for stacking of pipes of individual sizes.

5.3 The SUPPLIER shall load, unload, transport and stockpile the bare pipes within the coating plant using approved suitable means and in a manner to avoid damage to the pipe.

5.4 In case bare line pipe supply is from foreign origin, it will be the sole responsibility of the SUPPLIER to receive and take-over the line pipes from the pipe manufacturer and SUPPLIER shall be solely responsible for port clearance, stevedoring, liaison, port fees, easements, warehousing, wharf age, handling, unloading / loading as applicable. SUPPLIER shall then transfer the pipes to the coating facility.

5.5 Coated pipes may be handled by slings and belts of minimum 60 mm width made of non- abrasive/ non-metallic materials. In this case, stacked pipes shall be separated row by row to avoid damages by rubbing the coated surface in the process of taking off the slings. Use of round sectional slings is prohibited. Fork lifts may be used provided that the arms of the forklift are covered with suitable pads, preferably rubber.

5.6 Bare / coated pipes at all times shall be stacked completely clear from the ground, at least 300 mm, so that the bottom row of pipes remain free from any surface water. The pipes shall be stacked at a slope so that driving rain does not collect inside the pipe. Bare / coated pipes may be stacked by placing them on ridges of sand free from stones and covered with a plastic film or on wooden supports provided with suitable cover. This cover can be of dry, germ free straw covered with plastic film, otherwise foam rubber may be used. The supports shall be spaced in such a manner as to avoid permanent bending of the pipes. Stacks shall consist of limited number of layers such that the pressure exercised by the pipe's own weight does not cause damages to the coating. Each pipe section shall be separated by means of spacers suitably spaced for this purpose. Stacks shall be suitably secured against falling down and shall consist of pipe sections having the same diameter and wall thickness. The weld seam of pipes shall be positioned always in a manner so as not to touch the adjacent pipes. The ends of the pipes during handling and stacking shall always be protected with bevel protectors.

5.7 The lorries used for transportation shall be equipped with adequate pipe supports having as many round hollow beds as there are pipes to be placed on the bottom of the lorry bed. Total width of the supports shall be at least 5% of the pipe length and min. 2 no. support shall be provided. These supports shall be lined with a rubber protection and shall be spaced in a manner as to support equal load from

the pipes. The rubber protection must be free from all nails and staples where pipes are in contact. The second layer and all following layers shall be separated from the other with adequate number of separating layers of protective material such as straw in plastic covers or mineral wool strips or equivalent, to avoid direct touch between the coated pipes. All stanchions of lorries used for transportation shall be covered by non-abrasive material like rubber belts or equivalent. Care shall be exercised to properly cover the top of the stanchions and other positions such as reinforcement of the truck body, rivets, etc. to prevent damage to the coated surface. Slings or non-metallic straps shall be used for securing loads during transportation. They shall be suitably padded at the contact points with the pipe.

5.8 Materials other than pipes and which are susceptible of deteriorating or suffering from damages especially due to humidity, exposure to high thermal excursions or other adverse weather conditions, shall be suitably stored and protected. Deteriorated materials shall not be used and shall be replaced at SUPPLIER's expenses. These materials, shall always be handled during loading, unloading and storage in a manner so as to prevent any damage, alteration and dispersion. When supplied in containers and envelopes, they shall not be dropped or thrown, or removed by means of hooks, both during the handling operations till their complete use. During unloading, transport and utilization, any contact with water, earth, crushed stone and any other foreign material shall be carefully avoided. The SUPPLIER shall strictly follow Manufacturer's instructions regarding storage temperature and methods for volatile materials that are susceptible to change in properties and characteristics due to unsuitable storage. If necessary the SUPPLIER shall provide for a proper conditioning.

5.9 In case of any marine transportation of bare/coated line pipes involved, the same shall be carried out in compliance with API RP 5LW. SUPPLIER shall furnish all details pertaining to marine transportation including drawings of cargo barges, storing/stacking, sea fastening of pipes on the barges/marine vessels to the company for approval prior to undertaking such transportation works. In addition SUPPLIER shall also carry out requisite analyses considering the proposed transportation scheme and establish the same is safe and stable. On-deck overseas shipment shall not be allowed.

5.10 The above scopes from 5.1 to 5.9 shall also cover transportation of requisite bare pipes from pipe manufacturing yard to LR bend fabrication unit and onward transportation of the LR bends to coating unit.

## 6.0 SCOPE OF WORK AND SPECIFICATIONS FOR 3 LAYER SIDE EXTRUDED POLYETHYLENE COATING

### 6.1 SCOPE:

This specification covers the minimum requirements for supply/arrangement of all materials, plant, equipment, plant sites, consumables, utilities and application including all labour, supervision, inspection and tests etc. for application of external anti-corrosion coating of pipes by using 3 Layer Side Extruded Polyethylene coating conforming to DIN-30670, latest edition, `Polyethylene Coating for Steel Pipes and Fittings' and the requirements of this specification.

### 6.2 REFERENCE STANDARDS

Reference has also been made to the latest edition of the following standards, codes and specifications. The edition enforce at the time of floating the enquiry shall be termed as latest edition.

a) ASTM D-149 : Standard Test Methods of Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials at Commercial Frequencies.
b) ASTM D-257 : Standard Test Methods for D-C Resistance or Conductance of Insulating Materials.
c) ASTM D-543 : Standard Method of Test for Resistance of Plastics to Chemical Reagents.
d) ASTM D-570 : Standard Method of Test for Water Absorption of Plastics.
e) ASTM D-638 : Standard Method of Test for Tensile Properties of Plastics.

f) ASTM D-792 : Standard Test Method for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
g) ASTM D-1238 : Test Method for Flow Rates of Thermoplastics by Extrusion
h) ASTM D-1525 : Test Method for Vicat Softening Temperature of Plastics
i) ASTM D-1603 : Test Method for Carbon Black in Olefin Plastics
j) ASTM D-1693 : Test Method for Environmental Stress Cracking of Ethylene Plastics
k) ASTM D-2240 : Test Method for Rubber Property – Durometer Hardness.
l) ASTM D-3895 : Test Method for Oxidative-Induction Time of Polyolefins by Differential Scanning Calorimetry
m) ASTM G-42 : Tentative Methods for Cathodic Disbonding of Pipeline coatings Subjected to Elevated or Cyclic Temperatures.
n) API RP 5L1 : Recommended Practice for Railroad Transportation of Linepipe.
o) API RP 5LW : Transportation of Line Pipe on Barges and Marine Vessels
p) DIN EN 10204 : Metallic Products – Types of Inspection Documents
q) DIN 53735 : Testing of Plastics: Determination of Melt Index of Thermoplastics.
r) IEC 454 – 2 : Specification for Pressure-Sensitive Adhesive Tapes for Electrical Purposes.
s) ISO 8501-1 : Preparation of Steel Substrates before Application of Paints and Related Products – Visual Assessment of Surface Cleanliness : Part 1 - Representative Photographs of the Change of Appearance imparted to Steel when Blast Cleaned with different Abrasives
t) ISO 8502 – 3 : Preparation of Steel Stubstrates before Application of Paints and Related Products – Part 3 - Assessment of Dust on Steel Surfaces Prepared for Painting (Pressure Sensitive Tape Method)
u) ISO 9002 : Quality Systems : Model for Quality Assurance in Production, Installation and Servicing
v) ISO 11124 : Preparation of Steel Substrates Before Application of Paints and Related Products
w) API 5L, Latest Edition: Specification for Line Pipe
x) ASME B31.8 : Gas Transmission and Distribution Piping Systems.
y) ASME B31.4 : Liquid Transportation Systems for Hydrocarbons, Liquid Petroleum Gas, Anhydrous Ammonia, and Alcohols.
z) CSA Z245.20-02 : External Fusion Bond Epoxy Coating for Steel Pipe.

The SUPPLIER shall be familiar with the requirements of these documents and shall make them readily available at the coating plant to all persons concerned with carrying out the works specified in this specification.

6.3 PLANT SCALE AND INSTALLATION

6.3.1 SUPPLIER shall size coating plant(s) after evaluating the scale of work and the time schedule required for the works. Coating plant(s), both new or existing, shall be installed into a yard whose geometry and dimensions are such as to allow the execution of a continuous work schedule. For this purpose the SUPPLIER shall ensure non-stop work execution owing to prohibitive adverse weather conditions and install requisite equipment and plant in roofed and adequately weather protected areas.

6.3.2 Plant equipment, machinery and other facilities shall be in first class operating condition to at least meet the job requirements of quality and production. Worn out and improvised plants are not acceptable.

6.3.3 The SUPPLIER shall, at his own responsibility and cost, provide and prepare all necessary area for the storage of bare and coated pipe and all other materials, for coating yard, stock-piling and other temporary installation. For each area, SUPPLIER shall provide necessary agreements as required with the land owner(s) / relevant Authorities, and, on work completion, to clean and pay settlement and claims for damages, as applicable.

6.3.4 The SUPPLIER shall at its own responsibility and cost, provide for water and power supply and other utilities and consumables and obtain authorization regarding access roads and other permits required for the execution of works conforming to all the requirements of the governing Authorities.

6.3.5 The SUPPLIER shall at its own expense provide a fully equipped laboratory and test facilities with adequate inventory to carry out tests required for the procedure qualification and regular production. Outside testing for qualification and regular production is not acceptable to COMPANY.

6.3.6 The SUPPLIER shall be fully responsible for adherence to all statutory regulations applicable for handling and disposal of the hazardous chemicals during the coating works.

6.3.7 The SUPPLIER shall be responsible for obtaining all statutory approvals / clearances from relevant Authorities including Pollution Control Board, as applicable for the coating plant(s).

6.4 MATERIALS

6.4.1 The three layer coating system shall comprise of a powder epoxy primer, polymeric adhesive and a polyethylene top coat. Coating materials shall be suitable for the service conditions and the pipe sizes involved. The coating materials i.e. epoxy powder, adhesive and polyethylene compound shall have proven compatibility. The coating system and materials shall be pre-qualified and approved by COMPANY in accordance with provisions of Para 6.5.4, Annexure I of this specification. SUPPLIER shall obtain prior approval from COMPANY for the coating system and coating materials.

6.4.2 The coating materials Manufacturer shall carry out tests for all properties specified in para 6.5.1 and 6.5.2 for each batch of epoxy, adhesive and polyethylene compound. In addition, the Manufacturer shall also furnish Infra-red Scan for each batch of epoxy powder. The coating materials Manufacturer shall issue test certificates as per DIN EN 10204, 3.1B for each batch of materials supplied to SUPPLIER and the same shall be submitted to COMPANY for approval prior to their use.

6.4.3 In addition to Manufacturer's certificate, the SUPPLIER shall draw samples from each batch of epoxy, adhesive and polyethylene in the presence of COMPANY Representative and test for the following properties at the coating yard at least one week prior to its use, to establish compliance with the Manufacturer's test certificates.

(a) Epoxy Powder:
Ø Gel Time
Ø Cure time
Ø Moisture content
Ø Thermal Characteristics (Tg1, Tg2 , ΔH)
(b) Adhesive:
Ø Specific Gravity
Ø Melt Flow Rate
Ø Vicat Softening Point
(c) Polyethylene:
Ø Melt Flow Rate
Ø Specific Gravity
Ø Vicat Softening Point.
Ø Moisture Content
Ø Oxidative Induction Time

In case of failure of any of the above tests in a batch, that batch of material shall be tested for all other tests required as per para 6.5.1and 6.5.2 including the tests which failed. If all tests pass, the batch shall be accepted for coating. If any of the tests fail, entire batch of material shall be rejected and shall not be used for the coating.

6.4.4 All materials to be used shall be supplied in sealed, damage free containers and shall be suitably marked with the following minimum information:
Ø Name of the Manufacturer
Ø Type of Material

Ø Batch Number
Ø Place and Date of Manufacture
Ø Shelf Life/Expiry Date (if applicable)
Ø Quantity
All materials noted to be without above identification shall be deemed suspect and shall be rejected by COMPANY. Such materials shall not be used for coating and shall be removed from site and replaced by SUPPLIER at his expense.

6.4.5 SUPPLIER shall ensure that all coating materials are properly stored in accordance with the Manufacturer's recommendation at all times, to prevent damage and deterioration in quality prior to use.

6.4.6 SUPPLIER shall be required to use all materials on a date received rotation basis, i.e. first in- first used basis.

6.5 FUNCTIONAL REQUIREMENTS AND PROPERTIES OF COATING

6.5.1 The coating shall be able to withstand a maximum in service operating temperature of (+)65°C and shall conform to 'S' Type of coating as per DIN 30670. In addition, in open storage the coating must be able to withstand a temperature of at least (+)80°C, without impairing its serviceability and properties specified.

6.5.2 The top coat polyethylene used shall be a black readymade compound, fully stabilized against influence of ultraviolet radiation (i.e. sunlight), oxygen in air and heat (due to environmental temperature as specified above). No appreciable changes shall occur during exposure to such environments up to at least a period of 6000 hours. The SUPPLIER shall submit certificate from Manufacturer in this regard

6.5.3 Properties:

Properties of coating system and coating material shall comply the requirements indicated in subsequent paragraphs. In case the coating / material properties are tested as per test methods / standards other than specified herein below, the same may be accepted provided the test procedures and test conditions are same or more stringent than the specified.
Properties of Epoxy Powder and Adhesive
SUPPLIER shall choose such a brand of epoxy powder and adhesive that will achieve the functional requirements and properties of coating system as specified in para 6.5.1 and 6.5.3 of this specification respectively. Epoxy powder properties shall be as per CSA Z245.20 (latest edition). The colour of epoxy powder shall be either green or dark red or any other colour approved by COMPANY except grey colour. Copolymer grafted adhesive shall have the following properties:

| Sl. No | Properties | Unit | Requirement | Test Method |
|---|---|---|---|---|
| A | Melt Flow Rate (190°C / 2.16 kg) | g/10 min | 1.0 min | ASTM D 1238 |
| B | Vicat Softening Point | Deg C | 100 min | ASTM D 1525 |
| C | Specific Gravity | - | 0.926 min | ASTM D 792 |

6.5.2 Properties of Polyethylene Compound

| Sl. No | Properties | Unit | Requirement | Test Method |
|---|---|---|---|---|
| A | Tensile Strength @ + 25 deg C | N/mm 2 | 17 min | ASTM D 638 |

| | | | | |
|---|---|---|---|---|
| B | Melt Flow Rate (190°C / 2.16 kg) | g/10 min | 0.25 min | ASTM D 1238/ DIN 53735 |
| C | Specific Gravity @ + 25 ° C | - | 0.926 min (MDPE) 0.941 min. (HDPE) | ASTM D 792 |
| D | Hardness @ + 25 °C | Shore D | 50 min | ASTM D 2240 |
| E | Water Absorption 24 hours, @ + 25 °C | % | 0.05 max | ASTM D 570 |
| F | Volume Resistivity @ + 25°C | Ohm-cm | 1015 min | ASTM D 257 |
| G | Dielectric withstand 1000 Volt/sec rise @ + 25 °C | Volts/mm | 30,000 min | ASTM D 149 |
| H | Vicat Softening Point | Deg C | 110 min | ASTM D 1525 |
| I | Elongation | % | 600 min | ASTM D 638 |
| J | Oxidative Induction Time in Oxygen at 220°C Aluminium pan, no screen | Min | 10 | ASTM D3895 |
| K | Environmental Stress Crack Resistance (ESCR) (for F50) | Medium Density, Condition "C" (Hours) | 300 | ASTM D1693 |
| | | High Density, Condition "B" (Hours) | 300 | |
| L | Carbon Black Content | % | 2 min | ASTM D 1603 |

6.5.3 Properties of Coating System

| Sl. No | Properties | Unit | Requirement | Test Method |
|---|---|---|---|---|
| A | Bond Strength<br><br>- @ 20 +/- 5°C<br>- @ 65 +/- 5°C | Kg/Cm | 8.0 min<br>5.0 min | DIN 30670 |
| B | Impact Strength (Min. of 30 impacts on body along the length. No breakdown allowed when tested at 25 Kv) | Joules/mm of coating thickness | 7 min | DIN 30670 |
| C | Indentation Hardness<br>- @ 23 +/- 2°C<br>- @ 70 +/- 2°C | mm | 0.2 max<br>0.3 max | DIN 30670 |
| D | Elongation at Failure | % | 300 min | DIN 30670 |
| E | Coating Resistivity (*) | Ohm – m2 | 108 min | DIN 30670 |
| F | Heat Ageing (*) | | Melt Flow Rate shall not deviate by more than 35% of original value | DIN 30670 |
| G | Light Ageing (*) | | Melt Flow Rate shall not deviate by more than 35% of original value | DIN 30670 |

| | | | | |
|---|---|---|---|---|
| H | Cathodic Disbondment (**) - @ + 65° C after 30 days<br>- @ + 65°C after 48 hrs | mm radius of dis bondment | 15 max.<br>7 max | ASTM G42 |
| I | Degree of Cure of Epoxy (***)<br>- Percentage Cure, ΔH<br>- Δ Tg % | %<br>Deg C | 95<br>+3 / -2 | CSA Z 245.20 (latest edition) |

(*) Test carried out in an independent laboratory of national / international recognition on PE top coat is also acceptable.
(**) Disbondment shall be equivalent circle radius of total unsealed area as per ASTM G 42.
(***) TEMPERATURE TO WHICH THE TEST SPECIMENS ARE TO BE HEATED DURING CYCLIC HEATING SHALL HOWEVER BE AS PER THE RECOMMENDATIONS OF EPOXY POWDER MANUFACTURER.

6.5.4 The acceptable combinations of coating material shall be as per Annexure-I.

ANNEXURE-I : LIST OF ACCEPTABLE COMBINATIONS OF COATING MATERIALS

The following combinations of coating materials are considered acceptable. In case any of the combinations listed below are offered, details regarding properties of the offered materials need not be furnished with bid. However, In the event of award of contract, SUPPLIER shall furnish the combination(s) proposed and re-confirmation of compatibility of the proposed combination (s) from the raw materials Manufacturers.

Epoxy Powder
(Manufacturer) Adhesive
(Manufacturer) PE Compound
(Manufacturer)
CORRO-COAT EP-F 2001
(JOTUN) FUSABOND 158D
(DUPONT) SCLAIR 35 BP HDPE
(NOVACOR)
PE 50-8190/8191
(BASF) or CORRO-COAT EP-F 2001 (JOTUN) LUCALEN G3510H
(BASF) LUPOLEN 3652 D SW 00413
(BASF)
PE 50-6109
(BASF) or CORRO-COAT EP-F 2001 (JOTUN) or
SCOTCHKOTE 226N (3M) ME 0420
(BOREALIS)
HE 3450
(BOREALIS)
CORRO-COAT EP-F 2001
(JOTUN) or CORRO-COAT EP-F 2002 (JOTUN) LE – 149 V
(S K CORPORATION)
ET 509 B
(S K CORPORATION)

Although the above combinations would be acceptable to COMPANY, the responsibility of suitability for application, performance and compliance to the coating system requirements shall unconditionally lie with the SUPPLIER. **SUPPLIER shall ensure that adhesive as well as polyethylene is manufactured by the same Manufacturer.**

6.6 MEASUREMENT AND LOGGING

The SUPPLIER shall maintain records in computer using standard database Software containing all the relevant data of individual pipe and pipe coating including pipe number, heat number, diameter, length, wall thickness, defects, coating number, batches of materials, sampling, testing, damages, repairs, rejects and any other information that COMPANY considers to be relevant and required for all incoming bare pipes and COMPANY approved outgoing coated pipes as applicable. SUPPLIER's documentation shall be designed to ensure full traceability of pipe and coating materials through all stages of coating and testing. SUPPLIER shall submit this information in the form of a report at the agreed intervals. The above data shall also be provided in MS ACCESS format in Compact Disc (CD). SUPPLIER shall provide the use of one Computer Terminal to COMPANY Representative for monitoring/tracking of the above. In addition SUPPLIER shall also submit the material balance details to COMPANY for information.

6.7 COATING PROCEDURE AND QUALIFICATION

6.7.1 Upon award of the PURCHASE ORDER, the SUPPLIER shall submit within two (2) weeks, for COMPANY approval, a detailed report in the form of bound manual outlining, but not limited to, the following:

Ø Details of plant(s), location(s), layout, capacity and production rate(s).
Ø Details of the equipment available to carry out the coating works including surface preparation, epoxy powder application and its recycling system, adhesive & polyethylene extrusion, moisture control facilities available for coating materials.
Ø Details of process control and inspection equipment required for the coating process such as temperature control, thickness control, holiday testers, etc.
Ø Facilities in the yard for unloading, handling, transport, production, storage, stockpiling, loading of bare and coated pipes and warehouses for storage of other coating materials.
Ø Plant Organisation Chart and availability of manpower including coating specialist
Ø Details of utilities/facilities such as water, power, fuel, access roads and communication etc
After COMPANY has given approval, no change in plant set-up shall be made. However, unavoidable changes shall be executed only after obtaining written approval from COMPANY.

6.7.2 At least four (4) weeks prior to the commencement of production coating, a detailed procedure of the SUPPLIER's methods, material proposed, etc., shall be formulated by the SUPPLIER and submitted for COMPANY approval in the form of a bound manual. The procedure shall include, but not limited to, the following information and proposals:
Ø Pipe inspection at the time of bare pipe receipt.
Ø Steel surface preparation, including preheating, removal of steel defects, method of pipe cleaning, dust removal, abrasive blast cleaning and surface profile; methods of measurements and consumables.
Ø Pipe heating, temperatures and control prior to epoxy application.
Ø Complete details of raw materials including current data sheets showing values for all the properties specified together with quality control and application procedure recommendations from manufacturer(s).
Ø Application of FBE powder, adhesive and polyethylene, including characteristics, temperature, line speed, application window, curing time, etc.
Ø Quenching and cooling, including time and temperature.
Ø Quality Assurance System, Quality Plan, Inspection and Test Plan and reporting formats, including instrument and equipment types, makes and uses, etc
Ø Detailed method of repair of coating defects duly classified depending upon nature and magnitude of defects and repair thereof including coating stripping technique
Ø Details of instrument and equipment calibration methods including relevant standards and examples of calibration certificates.
Ø Complete details and inventory of laboratory and equipment for procedure qualification and regular production
Ø Pipe handling and stock piling procedures

Ø Sample of recording and reporting formats, including laboratory reports, certificates and requirement as per clause 6.0 of this specification.
Ø Complete details of test certificates for raw materials including test methods and standards used.
Ø Test certificates from PE compound manufacturer for tests for thermal aging, coating resistivity and aging under exposure to light. These test certificates shall not be older than three years
Ø Health, Safety and Environment Plans.
Ø Storage details of coating materials and chemicals.
Ø Continuous temperature monitoring at various stages of coating

Procedure Qualification Tests (PQT) shall be carried out only after obtaining written approval of the above procedure from COMPANY. No change in the procedure shall be made after the COMPANY has given approval. However, unavoidable changes shall be executed only after obtaining written approval from COMPANY.

6.7.3 Prior to start of production, the SUPPLIER shall, at his expense, carry out a coating PQT for each pipe diameter on max. wall thickness, for each type of pipe, for each coating material combination, and for each plant, to prove that his plant, materials, and coating procedures result in a quality of end product conforming to the properties stated in clause 5.3, relevant standards, specifications and material manufacturer's recommendations. SUPPLIER shall give seven (7) working days notice to witness all procedures and tests. A batch representing a normal production run, typically 15 pipes, shall be coated in accordance with the approved coating procedure and the coating operations witnessed by COMPANY Representative. Out of these pipes, at least one pipe shall be coated partly with epoxy and partly with both epoxy and adhesive layers.

At least 5 (five) test pipes shall be selected by COMPANY Representative (opotional) for coating procedure approval tests and shall be subjected to procedure qualification testing as described hereinafter. COMPANY Representative shall witness all tests. Out of 5 (five) test pipes, 1 (one) pipe partly coated with epoxy and partly coated with both epoxy and adhesive layers shall be included. Remaining 4 (four) test pipes shall have all three layers. During PQT, the SUPPLIER shall qualify various procedures forming a part of coating operations as detailed subsequently.

6.7.4 Qualification of Procedures

6.7.4.1 Epoxy Powder Application & Recycling: During pre-qualification, air pressure in the epoxy spray guns, satisfactory functioning of monitoring system, line speed vs coating thickness, etc. shall be established. Dew point of air used to supply the fluidised bed, epoxy spray system and epoxy recycling system shall be recorded during the PQ
Also, the SUPPLIER shall remove samples of reclaimed powder from the reclamation system. These samples of reclaimed powder shall be subject to a detailed visual examination, thermal analysis and moisture content tests. The properties of the reclaimed powder shall be within the range specified by the Manufacturer of epoxy powder. In case the properties of the reclaimed powder are out of the range specified by the Manufacturer, SUPPLIER shall not the use the reclaimed powder during the regular production.
6.7.4.2 Pipe Pre-heating : The SUPPLIER shall establish the temperature variation due to in-coming pipe temperature, line speed variation, wall thickness variation, emissivity, interruptions, etc. and document the same during the PQT stage. During PQT, proper functioning of pipe temperature monitoring and recording system including alarm/hooter shall be demonstrated to the COMPANY Representative.
6.7.4.3 Surface Preparation: The procedure to clean and prepare the pipe surface shall be in accordance with the requirements of this specification. The ratio of shot to grit shall be established during procedure qualification testing, such that the resultant surface profile is not dished and rounded. The qualification shall be performed through a visual inspection, measurement of roughness and check of the presence of dust on the abrasive blast cleaned pipe surface.
6.7.4.4 Coating Application: The COMPANY Representative will check the correctness of each coating application operation, values of the main parameters of each operation, pre-heating pipe surface temperature prior to epoxy powder application temperature, line speed, fusion bonded epoxy curing

time, temperature and flow rate of co-polymer adhesive and polyethylene, etc. and the same shall be recorded. These values shall be complied with during regular production.

6.7.5 Qualification of Applied Coating

6.7.5.1 Tests on pipe coated partly with epoxy and partly with epoxy & adhesive layers

Ø Degree of Cure: Epoxy film samples (minimum 4 no.) shall be scrapped from the coated pipe and the samples shall be taken for cure test using Differential Scanning Calorimetry (DSC) procedure. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (ΔTg) and % cure (ΔH) shall comply with the specified requirements.

Ø Epoxy Layer Thickness: Epoxy layer thickness shall be checked at every one metre spacing at 3, 6, 9 and 12 o'clock positions. The thickness shall comply with the specified thickness requirements.

Ø Adhesive layer Thickness: Adhesive layer thickness shall be checked at every one metre spacing at 3, 6, 9 and 12'o clock positions. The thickness shall comply with the specified thickness requirements.

Ø Holiday Inspection: Entire pipe shall be subject to holiday inspection and the test voltage shall be set to exceed 5 v/micron of epoxy thickness specified for the portion coated only with epoxy layer.

Ø Adhesion Test

i. Adhesion Test (24 hrs or 48 hrs) shall be carried out on the epoxy coated pipe. Test method, no. of test specimen and acceptance criteria shall comply CSA Z.245.20-02, Table 4.

ii. Adhesion of FBE shall also be separately determined at ambient temperature at two locations by the "St Andrews Cross" method and the test shall comply with the specified requirements.

Ø 2.5° Flexibility Test: 2.5° Flexibility test shall be carried out on the epoxy coated pipe at test temperature of 0°C. Test method, no. of test specimen and acceptance criteria shall comply CSA Z.245,20-02, Table 4.

Ø Cross-section & Interface Porosity Test: Cross section porosity and interface porosity tests shall be carried out on the epoxy coated pipe. Test method, no. of test specimen and acceptance criteria shall comply CSA Z.245,20-02, Table 4.

6.7.5.2 Tests on pipes coated with all three layers

Ø Bond Strength: Three test pipes shall be selected for bond strength tests. On each of the selected pipes, three bond strength test shall be performed for each specified temperature i.e. one at each end and one in the middle of the pipe and specified requirements shall be complied with, i.e. bond strength as well as mode of separation. Length of peel shall be minimum 65 mm. None of these samples shall fail. Bidder may perform bond strength test at maximum feasible distance from either end instead of middle of the pipe due to pipe internal diameter limitations if encountered.

Ø Impact Strength: Three test pipes shall be selected for impact strength test and the test shall meet the specified requirements.

Ø Indentation Hardness: Two samples for both temperatures from all pipes shall be taken. If any one of these samples fail to satisfy the specified requirements, then the test shall be repeated on four more samples. In this case, none of the samples shall fail.

Ø d. Elongation at failure: Six samples each from three coated pipes i.e. 18 samples in all shall be tested and the test shall comply the specified requirement. Only one sample per pipe may fail.

Ø Cathodic Disbondment Test: Two CD tests shall be carried out for the total lot of test pipes having all three layers. One test shall be carried out for 30 days duration and another test for 48 hours duration. The tests shall comply the specified requirement. Whenever Procedure Qualification is necessitated for different pipe size with same coating material combination, 48 hours test only be conducted. 30 days CD test is not mandatory in this case.

Ø Holiday Inspection: All the pipes shall be subject to holiday inspection. The test voltage shall be as specified in para 6.10.4.

Ø Coating Thickness Measurement: All pipes shall be subject to coating thickness measurements. Acceptance criteria shall be as per para 6.10.3.

Ø Air Entrapment: One sample each from pipe body and on weld (if applicable) shall be taken from all four coated pipes and the specified requirements shall be complied with.

Ø Degree of Cure: Epoxy film samples (minimum 4 no., equally spaced) shall be scrapped from one coated pipe and the samples shall be taken for cure test using Differential Scanning Calorimetry (DSC) procedure. Silicon coated sulphite paper shall be placed between the epoxy layer and adhesive layer

immediately after epoxy application, to ensure physical separation of epoxy & adhesive as well as to prevent contamination of epoxy with adhesive layer, at a location from where the epoxy samples are to be removed for the test. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (ΔTg) and % cure (ΔH) shall comply with the specified requirements.

6.7.5.3 Inspection of all test pipes

All pipes shall be subject to the following inspections :

Ø Surface cleanliness, surface roughness measurements and dust control immediately after second abrasive blast cleaning and salt test immediately after deionised water wash.

Ø pH of pipe surface before and after phosphoric acid wash.

Ø visual inspection of finished coating, cut back dimension, internal/external cleanliness, end sealing and bevel inspection. Acceptance criteria for all inspection and testing shall be as specified in this specification.

6.7.6 After completion of the qualification tests and inspection as per para 6.7.5.2 and 6.7.5.3 above, the SUPPLIER shall prepare and issue to COMPANY for approval a detailed report of the above tests and inspection including test reports/certificates of all materials and coatings tested. Only upon written approval from COMPANY, SUPPLIER shall commence production coating.

6.7.7 On successful completion of PQT, coating of all five (5) test pipes shall be removed and completely recycled as per the approved coating procedure specification, at SUPPLIER's expense. Remaining pipes will be accepted by COMPANY provided they meet the requirements of this specification and need not be stripped and re-cycled

6.7.8 The SUPPLIER shall re-establish the requirements of qualification and in a manner as stated before or to the extent considered necessary by COMPANY, in the event of, but not limited to, the following:

Ø Every time there is a change in the previously qualified procedure.

Ø Every time there is a change in the manufacturer and change in formulation of any of the raw materials and change in location of raw material manufacture.

Ø Every time the coating yard is shifted from one location to the other or every time the critical coating equipments (induction heater, epoxy spray system, extruder, etc) are shifted.

Ø Any change in line speed during coating application

Ø Any time when in COMPANY's opinion the properties are deemed to be suspect during regular production tests.

6.7.9 COMPANY reserves the right to conduct any or all the test required for qualification through an independent laboratory or agency at the cost of SUPPLIER when in COMPANY's opinion, the results are deemed suspect. COMPANY's decision shall be final.

6.8 PIPE SURFACE PREPARATION

6.8.1 Unless specified otherwise, the pipes shall be supplied free from mill applied oils but may be subject to contamination occurring during transit.

6.8.2 Prior to cleaning operation, SUPPLIER shall visually examine the pipes and shall ensure that all defects, flats and other damages have been repaired or removed. The SUPPLIER shall also remove marking stickers, if any, present within the pipe. Record shall be kept of such marking on the stickers to ensure traceability of pipe after coating.

6.8.3 Any oil, grease, salt or other contaminants detrimental to the formation of a good coating bond or coating quality shall be removed prior to coating application. Contaminants may be removed by the use of non-oily solvents. Gasoline or kerosene shall not be used for this purpose. Visible oil and grease spots shall be removed by solvent wiping. Solvent cleaning shall be in accordance with SSPC-SP1. Steel surface shall be allowed to dry before abrasive cleaning.

6.8.4 All pipes shall be preheated to a temperature of 65°C to 85°C prior to abrasive blast cleaning. The external surface of the pipe shall be cleaned using 2 no. dry abrasive blast cleaning units to achieve the specified surface cleanliness and profile. The abrasive blast cleaning units shall have an effective dust collection system to ensure total removal of dust generated during blast cleaning from the pipe surface. During abrasive blast cleaning, the metallic abrasive shall be continuously sieved to remove "fines" and "contaminants" and the quality checked at every four hours. Abrasives used for blast cleaning shall comply ISO-11124

6.8.5 Suitable plugs shall be provided at both pipe ends to prevent entry of any shot/grit into the pipe during blast cleaning operations. These plugs shall be removed after blast cleaning. Alternatively the SUPPLIER may link the pipes suitably together to prevent the entry of any short/grit into the pipe.
6.8.6 All pipes shall be tested for salt contamination after blast cleaning unit. One test shall be carried out on each pipe. The acceptance criteria shall be 2 µg/cm². An approved salt meter (SCM 400 or equivalent) shall be used to carry out salt tests and shall be calibrated in accordance with the equipment manufacturer's recommendations. Any pipe having salt contamination exceeding 2 µg/cm² shall be either reblasted or deionised water washed and then rechecked for salt contamination. In case salt level less than 2 µg/cm² is consistently achieved, the frequency of salt contamination testing may be relaxed to at least one pipe per hour at the sole discretion of the COMPANY Representative.
6.8.7 Abrasive cleaning carried out shall be such that the resultant surface profile is not dished and rounded when viewed with 30X magnification. The standard of finish for cleaned pipe shall conform to near white metal finish to Sa 2 ½ of ISO 8501-1. Surface of pipe after abrasive blast cleaning shall have an anchor pattern of 50 to 80 microns (RZ). This shall be measured for each pipe by a suitable instrument such as surface profile depth gauge. In addition the pipe surface after blast cleaning shall be checked for the degree of cleanliness (Sa 2½), degree of dust and shape of profile. Degree of dust shall comply the requirements of ISO 8502 – 3. Acceptance limit shall be either quality rating 2 or Class 2. Tape used for assessment of degree of dust shall comply IEC 454-2. Pressure shall be exerted on the applied tape using a 4 kg roller, prior to peeling-off to assess the degree of dust.
6.8.8 All pipes shall be visually examined for presence of any shot/grit/loose material left inside the pipe during blast cleaning. Suitable mechanical means (stiff brush) shall be employed to remove the same before the pipes are processed further. In addition, inside surface of the pipe shall also be visually inspected for presence of any foreign material or shots and grit (free or embedded/sticking to pipe inside surface). The pipe inside surface shall be examined using sharp floodlight focused at the middle of the pipe at one end while inspection is carried out visually from other end. Any foreign material or shots/grit present in the pipe shall be completely removed by mechanical brush, high pressure air jets, by tilting of pipe, etc.
6.8.9 At no time shall the blast cleaning be performed when the relative humidity exceeds 85%. The SUPPLIER shall measure the ambient conditions at regular intervals during blast cleaning and coating operations and keep records of prevailing temperature, humidity and dew point.
6.8.10 The blast cleaned surface shall not be contaminated with dirt, dust, metal particles, oil, water or any other foreign material, nor shall the surface or its anchor pattern be scarred or burnished. All blast cleaned pipe surface shall be kept in dust free enclosure prior to coating. After blast cleaning, all surfaces shall be thoroughly inspected under adequate lighting to determine anchor pattern, quality of blasting and identify any surface defects prior to coating application. All surface defects such as slivers, scab, burns, laminations, welds spatters, gouges, scores, indentations, slugs or any other defects considered injurious to the coating integrity made visible during blast cleaning shall be reported to the COMPANY Representative and on permission from COMPANY Representative, such defects shall be removed by filing or grinding. After any grinding or mechanical repairs, the remaining wall thickness shall be checked and compared with specified thickness. Any pipes having thickness less than 95% of specified thickness shall be kept aside and disposed off as per the instructions of COMPANY Representative. The method employed to remove surface defects shall not burnish or destroy the anchor pattern or contaminate the surface. Pneumatic tools shall not be used unless they are fitted with effective air/oil and water traps. Where burnishing results in destruction of anchor pattern, the anchor pattern shall be restored by suitable means. Pipes that have damages repaired by grinding and have ground areas more than 50mm in diameter shall be re-blasted. Any dust or loose residues that have been accumulated during blasting and/or during filing/grinding operations shall be removed by vacuum cleaning. If contamination of surface occurs, the quality of blast cleaning method and process shall be examined. If the surface roughness is outside the specified limit, the blast cleaning material shall be checked and replaced.
6.8.11 Upon Completion of the blasting operations, the quality control supervisor shall accept the pipe for further processing or return for re-blasting after removal of defects/imperfections. In case imperfections are considered detrimental to the coating quality, the same shall be reported to COMPANY's Representative for final decision on rejection or re-blasting / removal of defects. Re-blasting / removal of defects or returning pipe to the yard shall be at the SUPPLIER's cost. COMPANY's

Representative, in additions, reserves the right to initiate any of the above actions during periodic inspections for oil, dust, salt, imperfections, surface defects, lack of white metal finish, etc.

6.8.12 In order to ensure that pipe with defects are not processed further, provisions shall be available to lift the pipes from inspection stand.

6.8.13 The total allowable elapsed time between completion of the blasting operations and commencement of the pre-coating and heating operations shall be such that no detectable oxidation of the surface occurs. Relative humidity readings shall be recorded every half an hour during the blasting operations in the immediate vicinity of the operations. The maximum elapsed time shall not exceed the duration given below:

| Relative Humidity% | Maximum elapsed time |
|---|---|
| > 80 | 2 hours |
| 70 to 80 | 3 hours |
| < 70 | 4 hours |

Any pipe not processed within the above time-humidity requirement shall be completely re-blasted. Any pipe showing flash rusting shall be re-blasted even if the above conditions have not been exceeded.

6.8.14 Pipe handling between abrasive blasting and pipe coating shall not damage the surface profile achieved during blasting. Any pipe affected by the damage to the surface exceeding 200mm² in area and/or having contamination of steel surface shall be rejected and sent for re-blasting.

6.9 COATING APPLICATION

The external surface of the cleaned pipe conforming to clause 8.0 of this specification shall be immediately coated with 3-layer extruded polyethylene coating in accordance with the procedures approved by COMPANY, relevant standards and this specification. In general the procedure shall be as follows:

6.9.1 Pipe Heating

6.9.1.1 Immediately prior to heating of pipe, all dust and grit shall be removed from inside of the pipe by a combination of air blast, brushing and vacuum cleaning. Suitable arrangement shall be made to protect the bevel ends from getting damaged during the coating operation.

6.9.1.2 Induction heater or gas fired heating shall be used for heating the pipe. The method shall be capable of maintaining uniform temperature along the total length of the pipe, and shall be such that it shall not contaminate the surface to be coated. In case of induction heating, appropriate frequency shall be used to ensure 'deep heating' and intense skin heating is avoided. Gas fired heating system shall be well adjusted so that no combustion products are deposited on the steel surface. This shall be demonstrated on bare pipes prior to start of PQT. Oxidation of the cleaned pipe surfaces prior to coating (in the form of blueing or other apparent oxide formation) is not acceptable.

6.9.1.3External surface of the pipe shall be heated to about 190 °C or within a temperature range (min. to max.) as recommended by the powder manufacturer. Required pipe temperature shall be maintained as it enters the coating chamber.

6.9.1.4Temperature of the pipe surface shall be continuously monitored & recorded by using suitable instruments such as infrared sensors, contact thermometers, thermocouples etc. The recording method shall allow to correlate each linepipe. The monitoring instrument shall be able to raise an alarm / activate audio system (hooter) in the event of tripping of induction heater / gas fired heater or in the event of pipe temperature being outside the range recommended by the manufacturer. Any deviation from the application temperature range recommended by manufacturer shall be rectified. If immediate rectification is not feasible, the production shall be stopped until cause of deviation has been removed. Any pipe coated during the duration of temperature deviation shall be identified by marking and rejected. Such rejected pipes shall be stripped, re-cleaned and recoated.

6.9.1.5Temperature measuring & monitoring equipment shall be calibrated twice every shift and/or as per COMPANY Representative's instruction.
6.9.1.6SUPPLIER shall ensure that pipe surface emissivity variations are minimized during pipe heating. To avoid significant variance, more than once blasted joints should be coated at the same time and not mixed with joints blasted only once

6.9.2 Pipe Coating

6.9.2.1 Subsequent to pipe heating, coating consisting of following layers shall be applied onto the pipe.
Ø Electrostatic application of epoxy powder of minimum dry film thickness 0.150 mm, unless otherwise specified. The maximum thickness shall not exceed the epoxy thickness specified by epoxy powder manufacturer.
Ø Grafted co-polymer adhesive application by extrusion, minimum thickness 0.200 mm.
Ø Polyethylene application by extrusion. The coated pipe shall be subsequently quenched and cooled in water for a period that shall sufficiently lower the temperature of pipe coating to permit handling and inspection.

6.9.2.2 Minimum total thickness of finished coating shall be as under:

| Pipe Size (Specified Outside Diameter) | Minimum Coating (*) Thickness (mm) | |
|---|---|---|
| | Normal Type (n) | Reinforced Type (v) |
| Up to 10¾" (273.1 mm) | 2.0 | 2.7 |
| Over 10¾" (273.1 mm) to below 20" (508.0 mm) | 2.2 | 2.9 |
| From 20" (508.0mm) to below 32" (813.0 mm) | 2.5 | 3.2 |
| From 32" (813.0 mm) and above | 3.0 | 3.7 |

(*) In case HDPE material is used as top coat, 10% reduction in minimum coating thickness specified is permissible.

Required coating thickness shall be Normal Type (n), unless otherwise specified.
6.9.2.3 Coating materials shall be inspected in accordance with the manufacturer's recommendation prior to coating application and it shall be ensured that the materials are moisture free. In case the relative humidity exceeds 80%, the adhesive and polyethylene material shall be dried using hot dry air as per the directions of COMPANY Representative.
6.9.2.4 Prior to starting the application of fusion bonded epoxy powder, the recovery system shall be thoroughly cleaned to remove any unused powder remaining from a previous line pipe coating application. The use of recycled powder shall be permitted subject to
Ø Satisfactory qualification of the reclaimed system during PQT stage
Ø The proportion of the reclaimed powder in the working mix does not exceed 20% at any one time.
Ø The quality of the recycled powder being routinely checked during production, at a minimum frequency of once per shift and consistently meets the requirements stated at para 6.5.1
6.9.2.5 Dry air, free of oil and moisture shall be used in the coating chamber and spraying system and filters, dehumidifier/dryer as required along with control & monitoring system shall be provided for this purpose. Dew point of air used to supply the fluidized bed, epoxy spray system and epoxy recycling system shall be at least (–) 40°C and this shall be shall be monitored during the regular production.
6.9.2.6 Air pressure in the epoxy spray guns shall be controlled, continuously monitored and recorded by using suitable instruments. The air pressure shall be controlled within the limits established during coating procedure qualification. The monitoring system shall be able capable of raising an alarm / activate audio system (hooter) in the event of change in air pressure beyond the set limits. Any deviation from the pre-set limits shall be rectified. If immediate rectification is not feasible, the production shall be stopped until cause of deviation has been removed. Any pipe coated during the duration of air

pressure deviation shall be identified by suitable marking and rejected. Such rejected pipes shall be stripped and recoated.

6.9.2.7 Extruded adhesive layer shall be applied before gel time of the epoxy coating has elapsed and within the window recommended by the manufacturer. The SUPPLIER shall establish, to the satisfaction of the COMPANY Representative, that the adhesive is applied within the gel time window of epoxy and at the temperature recommended by the adhesive manufacturer. The SUPPLIER shall state the minimum and maximum time interval between epoxy and adhesive application at the proposed pre-heat temperature and line speed.

6.9.2.8 Extruded polyethylene layer shall be applied over the adhesive layer within the time limit established during PQT stage and within the time/temperature range recommended by the manufacturer. The extrusion temperatures of the adhesive and polyethylene shall be continuously recorded. The monitoring instruments shall be independent of the temperature control equipment. The instruments shall be calibrated prior to start of each shift.

6.9.2.9 SUPPLIER shall ensure that there is no entrapment of air or void formation along the seam weld (where applicable) during application of coating. Air entrapment below the coating and also along the coating overlap shall be prevented by forcing the coating on to the pipe using high pressure roller of suitable design during coating application. In case it is not adequately achieved, SUPPLIER shall supplement by other methods to avoid air entrapment. The methods used shall be witnessed and approved by COMPANY.

6.9.2.10 Resultant coating shall have a uniform gloss and appearance and shall be free from air bubbles, wrinkles, holidays, irregularities, discontinuities, separation between layers of polyethylene & adhesive, etc.

6.9.2.11 Coating and/or adhesive shall terminate 120 mm (+) 20 / (-) 0 mm from pipe ends. The adhesive shall seal the end of applied coating. SUPPLIER shall adopt mechanical brushing for termination of the coating at pipe ends. Edge of the coating shall be shaped to form a bevel angle of 30° to 45°.

6.9.2.12 Failure to comply with any of the above applicable requirement and of the approved procedure shall be cause for the rejection of the coating and such coating shall be removed in a manner approved by COMPANY at SUPPLIER's expense.

6.10 INSPECTION AND TESTING

6.10.1 General : The SUPPLIER shall establish and maintain such quality assurance system as are necessary to ensure that goods or services supplied comply in all respects with the requirements of this specification. The minimum inspection and testing to be performed shall be as indicated subsequently herein.

6.10.2 Visual Inspection: Immediately following the coating, each coated pipe shall be visually checked for imperfections and irregularities of the coating. The coating shall be of natural colour and gloss, smooth and uniform and shall be blemish free with no dust or other particulate inclusions. The coating shall not show any defects such as blisters, pinholes, scratches, wrinkles, engravings, cuts, swellings, disbonded zones, air inclusions, tears, voids or any other irregularities. Special attention shall be paid to the areas adjacent to the longitudinal weld (if applicable), adjacent to the cut-back at each end of pipe and within the body of the pipe. In addition inside surface of the pipe shall also be visually inspected for presence of any foreign material or shots and grit (free or embedded/sticking to pipe inside surface). The pipe inside surface shall be examined using sharp floodlight focussed at the middle of the pipe at one end while inspection is carried out visually from other end.

6.10.3 Coating Thickness

Ø The coating thickness shall be determined by taking at least 10 measurements at locations uniformly distributed over the length and periphery of each pipe. In case of welded pipes, five of the above readings shall be made at the apex of the weld seam, uniformly distributed over the length of the coated pipe. All readings must meet the minimum requirements. However, localized coating thickness of less than the permissible minimum thickness can be tolerated on the condition that it does not attain a total extent of more than 5 cm 2 per meter length of coated pipe, and the actual coating thickness does not drop more than 10% below the permissible minimum coating thickness at these locations. The frequency of thickness measurement as stated above shall be initially on every pipe, but may be reduced depending

upon consistency of results, at the sole discretion of COMPANY Representative. Results of all measurements shall be recorded.

Ø Thickness of epoxy and adhesive shall be measured at the beginning of each shift and whenever the plant re-starts after any stoppage for compliance. Coating of epoxy and adhesive on portion of pipe required for this purpose, stripping and recoating of such partly coated pipes shall be at SUPPLIER's expense.

Ø Coated pipes not meeting the above requirements shall be rejected. Rejected coated pipes shall be stripped and re-coated in accordance with approved procedure, at SUPPLIER's expense.

6.10.4 Holiday Detection

Ø Each coated pipe length shall be checked over 100% of coated surface by means of a "holiday detector" of a type approved by COMPANY for detecting holidays in the finished coating.

Ø The holiday detector shall be a low pulse D.C. full circle electronic detector with audible alarm and precise voltage control complying with Annex. E of DIN 30670: 2012. The set voltage for inspection shall be minimum 25 kV. Travel speed shall not exceed 300 mm/s.

Ø SUPPLIER shall calibrate the holiday detector at least once every 4 hours of production. SUPPLIER shall have necessary instruments or devices for calibrating the holiday detector.

Ø Any pipe coating shall be rejected if more than 1(one) holiday & area more than 100 $cm^2$ in size are detected in its length attributable to coating process.

Ø Holidays which are lesser in size than those mentioned above, shall be repaired in accordance with a approved procedure and shall be at SUPPLIER's expense.

6.10.5 Bond Strength Test

Ø SUPPLIER shall conduct bond strength test for composite coating as per Clause 6.5.3(a) of this specification. A minimum of 65 mm length shall be peeled. First 20 mm and last 20 mm shall not be counted for assessment of bond strength.

Ø The frequency of test for cut back portions shall be one pipe in every fifteen (15) pipes coated and for middle of pipe shall be one pipe in every sixty (60) pipes coated or one pipe per shift whichever is higher. On each selected pipe, bond strength shall be performed for each specified temperature. Test shall be performed at each cut back portion and one in the middle of pipe. The system shall disbond/separate cohesively either in adhesive layer or in polyethylene layer. Majority of the peeled off area on the pipe shall show presence of adhesive. Disbondment/separation at epoxy to steel interface or epoxy / adhesive interface or adhesive / polyethylene interface shall not be permitted. The failure mode shall be recorded for each test.

Ø In case the test fails to comply the specified requirement, the SUPPLIER shall test the preceding and succeeding coated pipe. If both pipes pass the test, then the remainder of the pipe joints in that shift shall be deemed satisfactory. If either pipe fails to meet the specified requirements, all pipes coated during that shift shall be tested until the coating is proved acceptable. Rejected coated pipes shall be stripped and re-coated in accordance with approved procedure, at SUPPLIER's expense.

Ø The frequency of bond strength test as per para 6.10.5 for cut back portion may be reduced depending upon the consistency of result to one pipe in every twenty five (25) instead of every fifteen pipes, at the sole discretion of the COMPANY Representative.

6.10.6 Impact Strength

Ø Impact strength test shall be conducted as per clause 6.5.3(b) of this specification. Initially the frequency of test shall be two (2) coated pipes per shift that may be further reduced to one coated pipe per 2 weeks depending upon consistently acceptable results at the sole discretion of COMPANY's Representative.

Ø Minimum thirty (30) impacts located equidistant along the length of coated pipe shall be performed.

Ø Immediately after testing, the test area shall be subjected to holiday detection at the same voltage as used prior to impact strength test. The pipe shall be rejected if any holiday is noted in the test area.

Ø In case of test failure, retesting and disposal of coated pipe shall be as per para 6.10.5 (c) above.

6.10.7 Indentation Hardness

Ø Indentation hardness test shall be as per clause 6.5.3 (c) of this specification. The frequency of test shall be initially 2 (two) coated pipes per shift which shall be further reduced to one test each on 2 coated pipes per week at random after 1 week of consistently acceptable results. Two samples for each temperature shall be taken from the cut back portion of coated pipe and one in the middle of the pipe for this test.

Ø In case of test failure, retesting and disposal of coated pipe shall be as per para 10.5 (c) above.

6.10.8 Air Entrapment Test

Ø Strips from bond strength tests or coated pipe may be used to help determine the porosity of the finished coating. Strip shall be also cut from longitudinal weld (if applicable) at cut back portion and examined for the presence of voids.

Ø Bond strength strip shall be viewed from the side and at the failure interface. At the pipe bond strength test location, utility knife shall be used to cut the edge of the coating to a 45° angle and view with a microscope. Similar examination shall be done in the coating cut back area.

Ø One sample each either on the bond strength strip or coated pipe and strip cut from the longitudinal weld (if applicable) shall be examined for air entrapment per shift. Strips shall be viewed from the side.

Ø All examination shall done using a 30X magnification hand-held microscope. The polyethylene and adhesive layers shall have no more than 10% of the observed area taken up with air entrapment (porosity or bubbles). Air entrapment shall not occupy more than 10% of the thickness in each case. Bubbles shall not link together to provide a moisture path to the epoxy layer.

Ø In case of test failure, retesting and disposal of coated pipe shall be as per para 10.5 (c) above.

6.10.9 Degree of Cure

Ø Epoxy film samples shall be removed from cut back portion of the coated pipe using hammer and cold chisel and the samples shall be taken for cure test using DSC procedure. Silicon coated sulphite paper shall be placed between the epoxy layer and adhesive layer immediately after epoxy application, to ensure physical separation of epoxy & adhesive as well as to prevent contamination of epoxy with adhesive layer, at a location from where the epoxy samples are to be removed for the test. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (.Tg) and % cure (.H) shall comply the specified requirements.

Ø Frequency of this test shall be once per shift. Pipe shall be selected randomly by COMPANY Representative during the middle of a shift. Suitable provisions /arrangements as per the instructions of COMPANY Representative shall be made by the SUPPLIER for this purpose

Ø In case of test failure, production carried out during the entire shift shall be rejected, unless the SUPPLIER proposes a method to establish the compliance with the degree of cure requirements of all pipes coated during that shift.

6.10.10 Epoxy Layer Adhesion Test

Ø Adhesion of epoxy layer shall be determined at ambient temperature by the "St Andrews Cross" method i.e. by cutting two straight lines through the epoxy layer with a sharp knife. The incisions shall intersect at an angle of 30°/150°. The epoxy coating shall resist disbondment from the steel when attempts are made to flick/lift the coating from the 30° angle with a sharp knife.

Ø Frequency of this test shall be once per shift. The test shall be carried out at the cut back portion on the pipe from which the Degree of Cure test has been carried out as per para 10.9 above.

Ø In case of test failure, retesting and disposal of coated pipe shall be as per para 10.9 (c) above.

6.10.11Cathodic Disbondment Test

Ø 48 hours CD test shall be conducted as per clause 6.5.3 (h) of this specification.

Ø The frequency of this test shall be once in every two weeks or one test representing each batch of epoxy powder used, whichever is more frequent.

Ø In case the test fails to conform to the specified requirement, at the option of the SUPPLIER, all pipes coated after the previous acceptable test and prior to next acceptable test shall be rejected or the test shall be repeated using two additional samples taken from the same end of the affected pipe. When both retests conform to the specified requirement, the lot of pipes shall be accepted. When one or both the retests fail to conform to the specified requirement, all coated pipes after previous acceptable test and prior to next acceptable shall be rejected. All rejected pipes shall be stripped, re-cleaned and re-coated. COMPANY may consider a further retest program to determine whether any of the affected pipe meet the criteria for acceptance upon written request by the SUPPLIER.

6.10.12 Damages occurring to pipe coating during above tests shall be repaired in accordance with approved coating repair procedure.
6.10.13 Repairs occurring on account of the production tests are however excluded from above mentioned limitations at para 6.10.4 above.
6.10.14 COMPANY reserves the right to perform inspection and witness tests on all activities concerning the pipe coating operations starting from bare pipe to finished coated pipe ready for despatch and also testing of raw materials. SUPPLIER shall give reasonable notice of time and shall provide without charge reasonable access and facilities required for inspection to the COMPANY's representative. Inspection and tests performed or witnessed by COMPANY's representative shall in no way relieve the SUPPLIERs obligation to perform the required inspection and tests.
6.10.15 In case rate of defective or rejected pipes and/or samples tests are 10% or more for a single shift (typically 8 hours), SUPPLIER shall be required to stop production and carry out a full and detailed investigation and shall submit findings to COMPANY for approval. SUPPLIER shall recommence the production only after getting the written permission from COMPANY. Under no circumstances any action or omission of the COMPANY's Representative shall relieve the SUPPLIER of his responsibility for material and quality of coating produced. No pipes shall be transported from the coating plant unless authorized by COMPANY in writing.

6.11 REPAIR OF COATING
SUPPLIER shall submit to COMPANY, its methods and materials proposed to be used for executing a coating repair and shall receive approval from COMPANY prior to use. In open storage the repair coating materials must be able to withstand a temperature of at least (+) 80°C without impairing its serviceability and properties. SUPPLIER shall furnish manufacturer's test certificates for the repair materials clearly establishing. the compliance of the repair materials with the applicable coating requirements indicated in this specification. All pipe leaving coating plant, shall have sound external coating with no holiday or porosity on 100% of the surface. Defects, repairs and acceptability criteria shall be as follows:
Ø Pipes showing porosities or very small damage not picked up during holiday test and having a surface less than 0.5 cm 2 or linear damage (cut) of less than 3 cm shall be repaired by stick using material of same quality.
Ø Damages caused to coating by handling such as scratches, cuts, dents, gouges, not picked up during holiday test, having a total reduced thickness on damaged portion not less than 2 mm and an area not exceeding 20 cm 2 shall be rebuild by heat shrink patch only and without exposing to bare metal.
Ø Defects of size exceeding above mentioned area or holidays of width less than 300 mm shall be repaired with heat shrink repair patch by exposing the bare metal surface.
Ø Defects exceeding the above and in number not exceeding 2 per pipe and linear length not exceeding 500 mm shall be repaired using heat shrinkable sleeves of HTLP 80 or equivalent.
Ø Pipes with bigger damage shall be stripped and recoated.
Ø In case of coating defect close to coating cut back, SUPPLIER shall remove the coating throughout the entire circumference of the pipe down to the steel surface and increase the coating cut back length. Now if the coating cut back exceeds 140 mm of linear length of pipe then the coating shall be repaired by the use of heat shrink sleeves thereby making up the coating cut back length of 120 mm.

Notwithstanding the above, if any defect exceeds 70 mm from the original coating cut back length, the entire coating shall be removed and the pipe shall be recycled through the entire coating procedure.

Irrespective of type of repair, the maximum numbers of repair of coating shall be as follows:
Ø Holiday repair of size =100 cm 2 attributable to process of coating application shall be maximum one number per pipe.
Ø In addition to the above, defects to be repaired by heat shrink patch/sleeve shall be maximum 2 (two) per pipe

Defects exceeding the above limits shall cause pipe coating rejection, stripping and recoating. The above is exclusive of the repairs warranted due to testing as per this specification.

All repairs carried out to coating for whatever reason shall be to the account of SUPPLIER.

Cosmetic damages occurring in the polyethylene layer only need not be repaired by exposing up to steel surface, as deemed fit by the COMPANY Representative. In any case the SUPPLIER shall establish his material, methods and procedure of repair that result in an acceptable quality of product by testing and shall receive approval from COMPANY prior to use.

Testing of repairs shall be in the same form as testing coating. All repairs shall result in a coating thickness no less than the parent coating thickness. SUPPLIER shall test repairs to coating as and when required by COMPANY.

6.12 MARKING

SUPPLIER shall place marking on the outside surface of the coating at one end of the coated pipe, and marking shall indicate, but not limited to the following information:
Ø Pipe number, Heat number
Ø Diameter & Wall thickness
Ø Coated pipe number
Ø Colour band
Ø Any other information considered relevant by COMPANY.
Ø Pipe Manufacturer Name
Ø Inspection Mark/Punch
SUPPLIER shall obtain prior approval on marking procedure to be adopted from the COMPANY.

6.13 QUALITY ASSURANCE

6.13.1 The SUPPLIER shall have established within his organization and, shall operate for the contract, a documented Quality System that ensures that the requirements of this specification are met in all aspects. The Quality System shall be based upon ISO 9001/2 or equivalent.
16.13.2 The SUPPLIER shall have established a Quality Assurance Group within its organization that shall be responsible for reviewing the Quality System and ensuring that it is implemented.
16.13.3 The SUPPLIER shall submit the procedures that comprise the Quality System to the COMPANY for agreement.
16.13.4The SUPPLIER's Quality System shall pay particular attention to the control of Suppliers and Sub-SUPPLIERs and shall ensure that the requirements of this specification are satisfied by the Suppliers and Sub-SUPPLIERs operating Quality system in their organization.
16.13.5The SUPPLIER shall, prior to the commencement of work, prepare and issue a Quality Plan for all of the activities required to satisfy the requirements of this specification. The plan shall include any sub-contracted work, for which the sub-SUPPLIERs Quality Plans shall be submitted. The plan shall be sufficiently detailed to indicate sequentially for each discipline the requisite quality control, inspection, testing and certification activities with reference to the relevant procedures and the acceptance standards.
16.13.6The SUPPLIER's Quality system and associated procedures may, with due notice, be subject to formal audits. The application of quality control by the SUPPLIER will be monitored by the COMPANY Representatives who will witness and accept the inspection, testing and associated work required by this specification.

6.14 Para – 6.1 to 6.13 shall also cover scope for 3 layer polyethylene coating for the LR bends.

7.0 SCOPE OF WORK FOR DELIVERY OF PRE-COATED PIPES AND SPECIFICATION
The pre coated / Bare Pipes are to be delivered at pipe yards in and around Duliajan. The pipes and bends should be carefully handled as per guidelines so that there is no damage to the coatings.
**Unloading at Duliajan, Assam shall be carried out by Oil India Limited using its own resources.**

**********END OF ANNEXURE – A1 **********

**BB: PRE-BID CONFERENCE:**

Not applicable.

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**ANNEXURE-II**

**PRICE BREAK UP**

**A) PRICE BREAK UP OF ITEMS WHOSE COST IS TO BE INCLUDED IN "GEM PRICE SCHEDULE"**

| Item no. | Item Description | Qty | Unit Price including GST (In Rs) | Applicable GST rate |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

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**B) PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE INCLUDED IN "GEM PRICE SCHEDULE"**

| Item no. | Item Description | Qty | Total Price including GST (In Rs) | Applicable GST rate | Estimated No. of Mandays required for completion of TPI |
|---|---|---|---|---|---|
| 1 | Estimated TPI cost of Item 1 | 1 Lot | | | |
| 2 | Estimated TPI cost of Item 2 | 1 Lot | | | |
| 3 | Estimated TPI cost of Item 3 | 1 Lot | | | |
| 4 | Estimated TPI cost of Item 4 | 1 Lot | | | |
| 5 | Estimated TPI cost of Item 5 | 1 Lot | | | |
| 6 | Estimated TPI cost of Item 6 | 1 Lot | | | |
| 7 | Estimated TPI cost of Item 7 | 1 Lot | | | |
| 8 | Estimated TPI cost of Item 8 | 1 Lot | | | |
| 9 | Estimated TPI cost of Item 9 | 1 Lot | | | |
| 10 | Estimated TPI cost of Item 10 | 1 Lot | | | |
| 11 | Estimated TPI cost of Item 11 | 1 Lot | | | |

**The "Estimated TPI cost" shall be submitted as attachment in price bid and shall not be considered for bid evaluation.**

**Notes**:

1. ***Price break-up to be provided as above, if asked for in the tender.***
2. ***Bidders should fill up, sign and upload this price break up under "Financial documents" of GEM Priced bid only. The price breakup should not be uploaded under GEM Technical bid as it shall lead to rejection of the bid.***

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**ANNEXURE - III**

**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

The bids shall in general conform to the specifications and terms and conditions given in the tender. Bids shall be rejected in case the goods offered do not conform to the required minimum/maximum parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the bids, without which the same will be considered as non-responsive and be rejected.

**A.1 BRC TECHNICAL**:

1.0 Bidder shall either be a Line Pipe Manufacturer or a Supply House/ Dealer/Distributor/Sole Selling Agent duly authorized by a Line Pipe Manufacturer. Bidder must submit such authorization letter, if applicable, alongwith the Technical Bid clearly specifying their status.

2.0 **DELETED.**

3.0 Bidder must be in a position of delivering the tendered quantity within a delivery period mentioned in the tender. Bids with higher delivery schedule shall be rejected.

4.0 **Experience Criteria:**

4.1 **For Line Pipe Manufacturer:** The Line Pipe Manufacturer must have experience of manufacturing and successfully executing orders/contracts to any Oil & Gas specific Companies for at least 50% tendered quantity of same type (as per tender specifications) Line Pipes compliant to API Spec. 5L at PSL-2 during the last 5 (five) years preceding the original bid closing date of the tender (either by themselves or through their sole selling agent/ distributor/dealer/supply house). Manufacturer/Mill having such experience for supplying higher outer diameters and/or higher Grades and/or minimum wall-thickness of 6.4 mm shall also be acceptable. Documentary evidence in this regard must be submitted as per Para 4.4.

4.2 ~~**For Bend Manufacturer:**~~ Deleted

4.3 **For Coating Applicator:** The Coating Applicator must have experience of successfully carrying out API Line Pipe coating jobs as per tender specifications for at least 50% tendered quantity for use by Oil and Gas specific companies in the last 5 (five) years preceding the original bid closing date of the tender. Documentary evidence in this regard must be submitted as per Para 4.4.

4.4 Documentary evidences to substantiate past supply experience as above should be submitted alongwith the technical bid in the form of copies of relevant Purchase Orders/Contracts placed by Oil & Gas specific Companies together with copies of any of the following documents against each of those Orders/contracts:

(i) Signed and sealed Satisfactory supply / completion report (in original on user's letter head) (OR)
(ii) Bill of Lading (OR)
(iii) Consignee delivery receipt / challan (OR)
(iv) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat (OR)
(v) Commercial Invoice/ Payment Invoice

Note:
i. The Purchase Orders/contracts date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply must be within 5 (five) years preceding the original bid closing date of this tender.

ii. In the event of any extension to the bid closing date of the tender, the original scheduled bid closing date shall be considered for evaluation of BRC clauses.

iii. Documentary evidences regarding satisfactory supply/completion/ installation report should be submitted alongwith the technical bid on client's letterhead, duly signed & sealed by the authorised officials of such client/customer. Original documents, if & when warranted, must be produced for verification by OIL.

5.0 **In case the Bidder is a LINE PIPE MANUFACTURER:**

5.1 The manufacturing mill of the offered line pipes must have API Spec. 5L – Product Specification Level 2 (PSL 2) certifications for the preceding five (5) years from the original bid closing date of the tender and the same must be valid as on the scheduled original bid closing date. Copies of relevant API license to use API monogram (API 5L at PSL-2) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted alongwith the techno-commercial bid. Bids without copies of valid API certificates or with break in between shall be rejected.

5.2 The Bidder must meet the past supply experience criteria as stipulated in Para 4.1 above for Coated Line Pipes and submit documentary evidences thereof as per para 4.4 above.

5.3 Deleted.

5.4 The Bidder should either have their own coating facility meeting the tender specifications or propose to engage a third party Coating Applicator who meets the coating criteria. Bidders proposing to engage a third party Coating Applicator, must execute an MOU (memorandum of understanding) with such Coating Applicator before submission of their Bid and a copy of which must be submitted alongwith the technical bid. Requisite documentary evidences for experience of Line Pipe Coating jobs as called for vide para 4.4 complying with the criteria mentioned in para 4.3 above must also be submitted together with the MOU.

5.5 As may be necessary, the Bidder can propose only one Coating Applicator in their Bid. Offers highlighting multiple Coating Applicators shall be rejected without any reference.

5.6 Subsequent to submission of Bid, Bidder shall not be permitted to change Coating Applicator. Request for such change(s) will amount to post-tender modification/withdrawal of bid and liable for bid rejection, besides other penal actions.

6.0 **In case the Bidder is an authorized Dealer/Distributor/Supply House/Sole Selling Agent of a Line Pipe Manufacturer, the following criteria must be met by the Bidder:**

6.1 The Bidder must identify its status (whether Dealer/Distributor/Supply House/Sole Selling Agent) in its technical Bid and undertake to supply Line Pipes produced by the manufacturer(s), who meets the experience requirements stipulated under para 4.1 above. Similarly, the Coating shall be applied by the party who meets the criteria as mentioned in para 4.3 above. Documentary evidences in this regard for Line Pipe Manufacturer, Bend Manufacturer and Coating Applicator must be submitted as per para 4.4 above.

6.2 The bidder must additionally have own experience of successfully executing at least 01 (One) purchase order/contract for Coated API Line Pipe of minimum 25% of the tendered quantity of any size & grade to Oil and Gas specific companies in the last 5 (Five) years preceding the original bid closing date of the tender. Documentary evidence in this regard must be submitted as per Para 4.4 above.

6.3 The Bidder shall furnish due Authorisation Certificate from the Line Pipe Manufacturer with specific stipulation to the effect that the Pipe Manufacturer does not quote/participate against tendering process, but sells through their authorized dealer/distributor/supply houses/sole selling agents only. Such authorization must remain valid throughout execution of the order arising out of this tender and the manufacturer must guarantee supply of offered API Line Pipes, if ordered.

6.4 In case the Bidder offers Coating from vendors other than the pipe manufacturer, a copy of MOU (Memorandum of Understanding) from each such vendors must be submitted alongwith the technical bid as per para 5.3 & 5.4 above.

6.5 As may be necessary, the Bidder can propose only one Pipe Manufacturer, and one Coating Applicator in their Bid. Offers highlighting multiple Pipe Manufacturers and/or and/or multiple Coating Applicators shall be rejected without any reference.

6.6 Subsequent to submission of Bid, Bidder shall not be permitted to change the Pipe Manufacturer/Coating Applicator. Request for such change(s) shall amount to post-tender modification/withdrawal of bid and liable for bid rejection, besides other penal actions.

7.0 Bidders who have already executed Purchase Orders of OIL INDIA LIMITED (OIL) for Coated API Line Pipes (API 5L) during the last five (5) years preceding to the original Bid Closing Date of this Tender and propose the same set of manufacturers & coating applicator against this tender also, need not be required to submit documentary evidences as per para 4.4 above. However, for availing this exemption, the Bidder must highlight OIL's such Purchase Order No. & Date as well as the name of Pipe Manufacturer, and Name of Coating Applicator in their Technical Bid. Notwithstanding above, the Bidder must submit other documents viz; copy of API License & valid MOU (for subject tender) etc. as called for above.

8.0 Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide **Gazette of India No 324 dated 29.05.2019** read with clarifications, if any issued by MoS on the policy shall be applicable for this tender. Bidders are required to confirm acceptance to the conditions of this policy.

Bidders who comply with all the provisions specified in **APPENDIX-A2** attached to this Tender Document and submit all the undertakings and documents applicable **under the revised policy** shall only be accepted.

**A.2 FINANCIAL**

**1.0** The bidder must have annual financial turnover from Operations of minimum **INR 22.96 Crores** in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

*[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91 ). ]*

**2.0** "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

*[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]*

**3.0** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying **(PROFORMA - A)** that 'the balance sheet/Financial Statements for the financial year….. (As the case may be) has actually not been audited so far'.

**Note:**

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA - B**.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

**4.0** In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US$, the bidder shall have to convert the figures in equivalent INR or US$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US$.

**5.0** In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:

(i) Turnover of the parent/ultimate parent/holding company should be in line with Para **A.2 (1.0)** above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para **A.2 (2.0)** above

(iii) Corporate Guarantee **(PROFORMA - C)** on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

(iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

**A3. BRC - COMMERCIAL:**

1.0 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.

2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts.

3.0 Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.

4.0 Bids containing incorrect/ false/misleading statement(s) shall be rejected.

5.0 Validity of the bid shall be minimum 90 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.

6.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.

7.0 Successful bidder will be required to furnish Performance Bank Guarantee @ 5 % of cost for Materials during warranty period to be submitted after receipt of PO. The Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

8.0 Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format (PROFORMA – G) if submitted in the form of Bank Guarantee (BG). Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document.

Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

9.0 Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

10.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

i) Liquidated Damages
ii) Warranty/Guarantee of material
iii) Arbitration / Resolution of Dispute
iv) Force Majeure
v) Applicable Laws

11.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

a) Validity of bid shorter than the validity indicated in the Tender.
b) In case the party refuses to sign Integrity Pact.
c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

12.0 The items of the tender are splitable hence evaluation shall be done item-wise.

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**ANNEXURE-IV**

**TECHNICAL & COMMERCIAL CHECKLIST**

**A. TECHNICAL CHECKLIST:**

Nil

**B. COMMERCIAL CHECKLIST:**

| Sl. No. | Requirement | Bidder's Response |
|---|---|---|
| 1 | Whether quoted as manufacturer? | |
| 2 | Whether quoted as OEM Dealer/Supply House? | |
| 3 | If quoted as OEM Dealer/Supply House - | |
| | a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered? | |
| | (b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted? | |
| 4 | Whether agreed to the tender warranty clause of the tender? | |
| 5 | Whether submitted EMD/Bid Security as per tender requirement? | |
| 5.1 | EMD/Bid Security (Amount & Validity) | |
| 6 | EMD/Bid Security exemption certificate with Validity | |
| 7 | Whether quoted a firm delivery period as per the tender requirement? | |
| 8 | Whether confirmed to submit PBG as asked for in tender? | |
| 9 | Whether confirmed Bid Validity as per the tender requirement? | |
| 10 | Whether confirmed Payment Terms as per the tender? | |
| 11 | Whether quoted as MSE unit? If yes, whether necessary document submitted? | |
| 12 | Whether submitted Integrity Pact duly signed and sealed as per **PROFORMA – D?** *(If applicable as per the tender)* | |
| 13 | Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable.<br><br>In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, **PROFORMA – E(I), E(II) & E(III)** along with the technical bid. Whether uploaded along with the bid? | |
| 14 | Whether indicated the country of origin for the items quoted? Please mention the "Country of origin" under Remarks here. | |
| 15 | Whether submitted format of undertaking by bidders towards submission of authentic information/ documents as per **PROFORMA - H** | |
| 16 | Whether indicated 'Local Content' required as per PPP-MII Policy? | |
| | Local content amount and percentage. Details of locations at which the local value addition is made. | |
| 17 | Whether indicated the import content in Price Bid? | |
| 18 | Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical. | |
| 19 | Name and details of the company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical. | |
| 20 | Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.) | |
| 21 | Name of Manufacturer | |

| | | |
|---|---|---|
| 22 | Place of Despatch | |
| 23 | Name, Address, Phone No & E-mail id of Bidder | |
| 24 | Bank details of Bidder | |
| 25 | Whether submitted Proforma – J - Format for Exception / Deviation | |
| 26 | Whether submitted Proforma – K - Format for Undertaking For Local Content | |
| 27 | Whether submitted Proforma – L - Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid) | |
| 28 | Whether submitted Proforma – M - Format for Bidders financial standing | |
| 29 | Whether submitted Proforma – N - Format for declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation | |

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## ANNEXURE – V

## GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 The bid is governed by GeM General terms & conditions (GeM GTC) prevalent on the bid closing date of tender.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

The SPECIAL CONDITIONS OF CONTRACT (SCC) shall supersede the GeM General terms & conditions (GeM GTC).

**1.0** Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

**2.0** To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

**3.0** The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure – VI: Bid Evaluation Matrix (Technical Specification)
Annexure – VII: Bid Evaluation Matrix (Bid Rejection Criteria)

**4.0 INTEGRITY PACT**

OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **PROFORMA - D** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

DR. TEJENDRA MOHAN BHASIN,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

SHRI RAM PHAL PAWAR, IPS (Retd.),
Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in

Shri Ajit Mohan Sharan, IAS (Retd.)
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

4.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

4.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.

**5.0 MICRO AND SMALL ENTERPRISES (MSE)**

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 issued by Ministry of Micro, Small and Medium Enterprises.

The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

**Udyam Registration Number with Udyam Registration Certificate.**

**Note:** *In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.*

**5.1 For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer of tendered item (Primary Product Category) and registered with the appropriate authority for the said item(s).**

**6.0 PREFERENCE TO MAKE IN INDIA (MII)**

Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Bidders are requested to go through the policy and its subsequent amendments, if any, and take note of the same while submitting their offer.

**7.0 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 – VIII** to this tender in this regard.

**8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

(1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT)

arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(4) The beneficial owner for the purpose of para (3) above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(7) **Validity of Registration**: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

(8) **Undertaking regarding compliance**: The bidders are required to provide undertakings as per **PROFORMA – E(I), PROFORMA – E(II) & PROFORMA – E(III)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

**9.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CENTRAL PUBLIC ENTERPRISES (CPSES) INTER-SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ORGANISATIONS(S) - ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD).**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department/Organisations (excluding disputes relating to Railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS- 10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

**10.0 TAX COLLECTIBLE AT SOURCE (TCS):**

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And

b. Total supply of goods to OIL in FY …….. (As applicable) exceeds Rs. 50 Lakh and

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and

d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank

guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

**11.0 CONCESSIONAL GST**

The items covered in this Tender shall be used by Oil India Limited in the Petroleum Exploration License (PEL) and Mining Lease (ML) areas and hence concessional **GST @12%** will be applicable as per Govt. Policy in vogue.

**Note**: *Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL or at least **45 days** prior to their readiness for despatch, whichever is earlier. Further, successful bidder shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.*

**12.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

OIL's Banning Policy, 2023 will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

13.1 The bidder shall fill up and submit proforma of declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION (as per Proforma – N) along with the technical bid).

**13.0 PERFORMANCE SECURITY**

Successful bidder will be required to furnish a Performance Bank Guarantee **@ 5%** of the order value with validity as mentioned in the tender document. The Performance Security must be submitted exactly as per **PROFORMA – F**. Bidder must confirm the same in their Technical Bid.

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.
(ii) MT 760/MT 767 COV for amendment of bank guarantee.

***[Order Number should reflect in the SFMS text under MT 760/MT 760 COV]***

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

| **Bank Details of Beneficiary** | |
|---|---|
| Bank Name | ICICI BANK LTD. |
| Branch Name | DULIAJAN |
| Branch Address | KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602 |

| | |
|---|---|
| IFSC Code | ICIC0000213 |
| Unique identifier code (Field 7037) | OIL503988890 |
| Company name | Oil India Limited |

**The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.**

13.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

13.2 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

13.3 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

13.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

13.5 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.

13.6 The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

13.7 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

13.8 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.

13.9 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

13.10 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated

in the contract. (10% of annualized contract value valid for three months beyond entire execution period).

**14.0 BID SECURITY:**

If Bid Security /Earnest Money Deposit (EMD) is applicable. Bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format **(PROFORMA – GA)** as Bank Guarantee (BG) or Online payment. *(Refer GeM GTC for details).*

In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder**.

The Original Bid Security shall be submitted manually in sealed envelope **superscribed** with tender no., tendered item detail and due date to: **GM-MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – TUHIN ROY, CHIEF MANAGER MATERIALS, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM.**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

| **OIL's Bank account Details for Online submission of Bid Security** | |
|---|---|
| Name | Oil India Limited |
| Bank | State Bank of India |
| Branch | Duliajan |
| Account Number | 10494832599 |
| Account Type | Current |
| IFSC Code | SBIN0002053 |

14.1 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

14.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

14.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

14.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.

14.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

14.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

14.7 The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

14.8 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.

14.9 In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.
(ii) MT 760/MT 767 COV for amendment of bank guarantee.

***[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]***

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

| **Bank Details of Beneficiary** | |
|---|---|
| Bank Name | ICICI BANK LTD. |
| Branch Name | DULIAJAN |
| Branch Address | KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602 |
| IFSC Code | ICIC0000213 |
| Unique identifier code (Field 7037) | OIL503988890 |
| Company name | Oil India Limited |

The bidder shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

14.10 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.

14.11 For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

- For Bank Guarantee((BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment: Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

14.12 If Bid Security /Earnest Money Deposit (EMD) is not applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - GB along with their Technical bids.

14.13 **Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG)**

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

| Sl. No. | Bank name | Sl. No. | Bank name |
|---|---|---|---|
| 1 | AU Small Finance Bank | 12 | IDFC First Bank |
| 2 | Axis Bank | 13 | Indian Bank |
| 3 | Bank of Baroda | 14 | Indian Overseas Bank |
| 4 | Bank of India | 15 | IndusInd Bank |
| 5 | Canara Bank | 16 | Karur Vysya Bank |
| 6 | City Union Bank | 17 | Kotak Mahindra Bank |
| 7 | Federal Bank | 18 | Punjab National Bank |
| 8 | HDFC Bank | 19 | RBL Bank |
| 9 | HSBC Bank | 20 | State Bank of India |
| 10 | ICICI Bank | 21 | South Indian Bank |
| 11 | IDBI Bank | 22 | Yes Bank |

Beneficiary details for issue of e-BG are:

| Sl. No. | Particulars | Details |
|---|---|---|
| 1 | Name | Oil India Limited |
| 2 | PAN | AAACO2352C |
| 3 | Date of Incorporation | 18-02-1959 |
| 4 | Email ID | |
| 5 | Mobile No. | |
| 6 | Local Address | |
| 7 | Registered Address | Duliaian, Dibrugarh, Assam-786602 |

**15.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

**16.0 UNLOADING FOR BULKY/HEAVY ITEMS:**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of such items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

16.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

**17.0 UNLOADING OF TUBULARS:**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. **THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER IS TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE**. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

(a) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.
(b) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side

support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

17.1 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

**18.0 UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL**:
Unloading of consignment from Railway Wagons at Destination **(Duliajan)** shall be completely in OIL's scope.

**19.0 QUANTITY TOLERANCE FOR TUBULARS**:
Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

**20.0 SET-OFF**:
Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**21.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT**:
If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and necessary action as per OIL's Banning Policy, 2023 shall be taken, besides the legal action. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - H** along with their offer failing which their offer shall be liable for rejection.

**22.0 GENERAL CONDITIONS OF CONTRACT FOR SERVICES (ANNEXURE - IX)**

**General Conditions of Contract FOR SERVICES (GCC - SERVICES)** shall be applicable for all services to be rendered including AMC (as and when entered into).

**23.0 MODIFICATION/AMENDMENT OF TENDER DOCUMENT**: At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

**24.0 THIRD PARTY INSPECTION (TPI) (if to be arranged by OIL).**

a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. **BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER**. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

b) Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

**c)** Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency. **Manufacturer QAP for Third Party Inspection must be submitted by the bidder after placement of order.**

d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.

i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.

j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

**24.1 THIRD PARTY INSPECTION (TPI) (if to be arranged by Supplier).**

Supplier shall arrange for inspection (TPI) of the materials through OIL's empaneled Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by Supplier. At present, there are six OIL's empaneled Third Party Inspection Agency as under:

(i)M/s.Lloyds
(ii)M/s.BureauVeritas
(iii)M/s.RITES

(iv)M/s .IR CLASS System and Solutions Private Limited
(v)M/s.Tuboscope Vetco
(vi)M/s. DNV MES India Private Limited

**25.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS)**:

25.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

25.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

25.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) **WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY**:

| | | |
|---|---|---|
| A) | General Manager (A/P),<br>Finance & Accounts Department<br>Oil India Limited, Duliajan,<br>PIN - 786602 | i) Bill in original + one copy.<br>ii) Copy of the C-Note/RR.<br>iii) Copy of Mill Inspection Certificate, if any.<br>iv) Copy of Third-Party Inspection Certificate, if any.<br>v) Copy of Delivery Challan.<br>vi) Copy of TPI Declaration<br>vii) Copy of Tax Invoice.<br>viii) Copy of packing list.<br>ix) Documentary evidence of payment of Customs Duty, if any. |
| B) | DGM - Materials (Receiving),<br>Materials Department<br>Oil India Limited, Duliajan,<br>PIN - 786602 | i) Clear Consignee copy of RR/C-Note - Original + 1 copy.<br>ii) Copy of Tax Invoice.<br>iii) Delivery Challan (Original).<br>iv) Packing list (Original).<br>v) Mill inspection certificate, if any (Original).<br>vi) Copy of Third-Party Inspection certificate, if any.<br>vii) Copy of TPI Declaration<br>viii) Warranty Certificate (Original) |
| C) | Chief Manager Materials (FP)<br>Materials Department<br>Oil India Limited, Duliajan,<br>PIN - 786602 | One set consisting copies of all the documents as mentioned in (B) above. |

**Note**: ***Where payment term is after receipt and acceptance of materials, the complete set of documents meant for General Manager (A/P) as indicated in (A) above should be submitted to Dy. General Manager Materials (Receiving).***

**27.0 FORCE MAJEURE:**

27.1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the

period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

27.2. 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 SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER.

27.3. Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than 7(seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

27.4. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

27.5. If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

**28.0 SIGNING OF BIDS:**

Bids are to be submitted online in GeM portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorisation (as per Proforma-L) shall be indicated by written Power of Attorney accompanying the Bid.

**29.0 BIDDERS FINANCIAL STANDING:**

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (as per Proforma-M) to this effect with bid.

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**PROFORMA – A**

**FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA**
**(*ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER*)**

**Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC**
**Tender No.: _____**

I …… the authorized signatory(s) of.....(Company or firm name of address) do hereby affirm and declare as under:-

The balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original Bid closing Date.

Place :…….
Date :……. **Signature of the authorized signatory**

**Note:** ***This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.***

*****

**PROFORMA – B**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

**TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD**

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from audited financial statements of M/s…… (Name of the bidder) for the last 3 (three) completed accounting years upto……(as the case may be) are correct.

| YEAR | TURNOVER In INR (Rs.) Crores/ USD Million* | NET WORTH In INR (Rs.) Crores / USD Million* |
|---|---|---|
| | | |
| | | |
| | | |

*Rate of conversion (if used any): USD 1.00 = INR …….

Place:
Date:

Seal:

Membership No.:
Registration Code:

Signature:

***Applicable for Global Tenders.***

**NOTE:** ***As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.***

*******

**PROFORMA – C**

**PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)**
**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .....(mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No…… for……and M/s……..(Bidder) intends to bid against the said tender and desires to have Financial support of M/s…… [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR…….. Cr or USD …… during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
   (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
   (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
   (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
   (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
   (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
   (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

| | |
|---|---|
| for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable)<br><br>Witness:<br>1. | for and on behalf of (Bidder)<br><br>Witness:<br>1.<br>2. |

| | |
|---|---|
| 2. | |

*******

**PROFORMA – D**

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder"

**Preamble**:

The Principal intends to award, under laid down organizational procedures, contract/s for ----------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

**Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

(iii) The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

**Section: 2 -Commitments of the Bidder~~/Contractor~~**

**(1)** The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.

(ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

**(2)** The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**(3)** The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

**Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process, for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

**Section 4 -Compensation for Damages**

**(1)** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

**(2)** The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 -Previous transgression**

**(1)** The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

**(2)** If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

**Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

**(1)** The Principal will enter into Pacts on identical terms with all bidders.

**(2)** The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

**(3)** The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section: 8 -External Independent Monitor/Monitors**

**(1)** The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

**(2)** The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

**(3)** The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

**(4)** The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

**(5)** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

**(6)** The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

**(7)** If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

**(8)** The word 'Monitor' would include both singular and plural.

**(9)** In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

**Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section:10 -Other provisions**

**(1)** This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

**(2)** Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

**(3)** In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

**(4)** Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

| | |
|---|---|
| **TUHIN ROY**<br>**For the Principal**<br><br>Date :<br><br>Place : | **……..**<br>**For the Bidder/Contractor**<br><br>Witness 1: .....<br><br>Witness 2: ..... |

******

**PROFORMA – E(I)**

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

(To be typed on the letter head of the bidder)

**Ref. No_____**
**Date:_____**

Tender No. _____Date:_____

**OIL INDIA LIMITED**
**MATERIALS DEPARTMENT,**
**DULIAJAN, ASSAM, INDIA**

**Dear Sirs,**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

**PROFORMA – E(II)**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

(To be typed on the letter head of the bidder)

**Ref. No_____**
**Date:_____**

Tender No. _____Date:_____

**OIL INDIA LIMITED**
**MATERIALS DEPARTMENT,**
**DULIAJAN, ASSAM, INDIA**

**Dear Sirs,**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

**PROFORMA – E(III)**

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY**

(To be typed on the letter head of the bidder)

**Ref. No_____**
**Date:_____**

Tender No. _____Date:_____

**OIL INDIA LIMITED**
**MATERIALS DEPARTMENT,**
**DULIAJAN, ASSAM, INDIA**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

**PROFROMA – F**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,
**GENERAL MANAGER – MATERIALS (HOD)**
**OIL INDIA LIMITED, MATERIALS DEPARTMENT,**
**DULIAJAN, ASSAM, INDIA, PIN – 786602**

WHEREAS……(Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No…… to execute (Name of Contract and Brief Description of the Work) …… (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we ( May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures)…… (in words …… ……), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the ……..day of……..

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
   BANK FAX NO:
   BANK EMAIL ID:
   BANK TELEPHNE NO:
   IFSC CODE OF THE BANK:

B. Controlling Office:
   Address of the Controlling Office of the BG issuing Bank:
   Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall is restricted up to Rs……..

(b) This guarantee shall be valid till ……

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……..(Date of Expiry of BG PLUS one year claim period).

(d) At the end of the claim period that is on or after……..(Date of expiry of…….the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS……

Designation:……

Name of the Bank:…….

Address:……

***************

**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

To,

Oil India Limited,
Materials Department,
Duliajan, Assam - 786602

We, M/s…….. are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No……..for an amount of INR……valid up to …… as per terms and conditions of Tender / Contract No.....

**BG issuing bank details:**

| | |
|---|---|
| Bank:<br>Branch:<br>IFS Code: | |
| **Contact Details**<br>E-mail Addresses: | Mobile No.:<br>Telephone No.: Fax No.: |
| **Correspondence Address**<br>H No/Street/City: | State:<br>Country: Pin Code: |

**Declaration**:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature:

_____

Name:

_____

Vendor Code:

_____

Email ID:

_____

Mobile No.:

_____

Enclosure: Original bank guarantee

**PROFORMA – G (A)**

**BID SECURITY FORM**

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

Whereas.....(hereinafter called 'the Bidder') has submitted their Bid No. ..... dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's Tender No. .....for the supply of ..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents.

That we ..... of .....having our registered office at ..... (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this .....day of .....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,
   or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
   a) fails or refuses to accept the order; or
   b) fails or refuses to furnish the performance security
   or
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/Email) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ..... (Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs ..... .
b) This guarantee shall be valid till .....
c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
d) At the end of the claim period that is on or after …… (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation: _____
Name of Bank: _____
Address: _____

Date: _____
Place: _____

******

**PROFORMA – G (B)**

**BID SECURITY DECLARATION**

To,

**M/s. Oil India Limited**
**……,**
**…….**

Sub: ……
Tender No:…….

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. …… (Name of Bidder) have submitted our offer/bid no……

We, M/s .....(Name of Bidder) hereby understand that, according to your conditions, we are submitting
this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or
(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation: Seal:

*******

**PROFORMA - H**

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS**

**(To be typed on the letter head of the bidder)**

Ref. No_____ Date _____

To,

**General Manager (Materials)**
**Materials Department**
**Oil India Limited, Duliajan**

**Sub: Undertaking of authenticity of information/documents submitted**
**Ref: Your tender No._____ Dated _____**

Sir,

With reference to our quotation no. …… dated…… against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

**ANNEXURE – VI**

| BID EVALUATION MATRIX (TECHNICAL)<br>(TO BE FILLED IN BY BIDDER DULY SIGNED) |
|---|
| TECHNICAL SPECIFICATIONS |

**********

**ANNEXURE – VII**

| BID EVALUATION MATRIX (BID REJECTION CRITERIA)<br>(TO BE FILLED IN BY BIDDER DULY SIGNED) | | | |
|---|---|---|---|
| BID EVALUATION CRITERIA | | | |
| Clause Number | DESCRIPTION | BIDDER'S RESPONSE (Complied / Not Complied /Deviation/Not Applicable) | TO BE FILLED BY THE BIDDER<br><br>Relevant Location of their Bid to support the remarks / compliance<br><br>(Reference of Document name / Serial number / Page number of bid for documentary evidence) |
| A.1 | BRC - TECHNICAL | | |
| | | | |
| | | | |
| | | | |
| | | | |

********

**PROFORMA - I**

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No. Date

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

For _____Mr _____has been authorized to be present at the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Name: Designation :

For & on behalf of :

**Copy to**: Mr _ _ _ _ _ _ for information and for production before the (MM) at the opening of bids.

*******

**PROFORMA – J**

**EXCEPTION / DEVIATION PROFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

| Clause No. of Bidding Document | Full compliance/ not agreed | Exception/ deviations taken by the Bidders | Remarks |
|---|---|---|---|
| | | | |
| | | | |

***Signature of the Bidder***

***Name :***

***Seal of the company***

********

**PROFORMA – K**

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

Tender No. _____

We,_____ (Name of the bidder) have submitted Bid against Tender No. _____dated _____ for_____. We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is _____ %.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP- PNG-Part (4) (E-41432) dated 26.03.2024.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

********

**PROFORMA - L**

***LETTER OF AUTHORITY***

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We _____of _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against OIL's Tender No. _____for any commercial /Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: _____
Name: _____
Designation: _____

Yours faithfully,
Signature:
Name & Designation _____
For & on behalf of _____

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

********

**Proforma – M**

**UNDERTAKING FOR BIDDERS FINANCIAL STANDING**

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____dated _____**.** We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

********

**Proforma – N**

**PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION**

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited, nor any inquiry is pending by Oil India Limited. We are also not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing ) available to Oil India Limited.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

*******

**MINISTRY OF STEEL**

**NOTIFICATION**

New Delhi, the 31st December, 2020

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

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

**Ministry of Steel**

**ID Division**

**Udyog Bhawan,**

**New Delhi 31st December, 2020**

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

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

**I - Amendments: Table 1**

| Sl. No. | Existing Clause in DMI&SP revised, 2019 | Amended Clause in DMI&SP revised, 2019 |
|---|---|---|
| 1 | **Clause 1.3:**<br>The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale. | **Clause 1.3:** The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale. |
| 2 | **Clause 2.13:** Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably. | **Clause 2.13:** Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent. 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 | **Clause 5.1.5**<br>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. | **Clause 5.1.5:** The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India. |
| 4 | **Clause 5.1.6:** The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores. | **Clause 5.1.6** The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy. |
| 5 | **Clause 7.2:** Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent. | **Clause 7.2:** Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent. |
| 6 | **Clause 7.3:** It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.<br>**For iron and steel products**<br>**% domestic value addition**<br>*Net selling price of final product - landed cost of imported iron or steel at the plant---------- ---------- X 100 %*<br>*Net selling price of final product*<br>**For capital goods**<br>**% domestic value addition**<br>*Net selling price of final product - landed cost of imported iron or steel at the plant*<br>*---------- X 100 %*<br>*Net selling price of final product* | **Clause 7.3:** It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.<br>**For iron and steel products& capital goods**<br>**% domestic value addition**<br>*Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)*<br>*---------- X 100 %*<br>*Total value of the item to be procured / sold* |

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

**III - Additions / Insertions: Table 2**

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

**IV - Revised Appendix A - Exclusive for domestically manufactured products**

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

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

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

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

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

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

RASIKA CHAUBE, Addl. Secy.

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MANOJ KUMAR VERMA Digitally signed by MANOJ KUMAR VERMA Date: 2021.01.04 22:44:16 +05'30'

Annexure - II



**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**

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

**For Capital Goods**

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

**8 Certification and audit**

8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 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<br>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<br>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,<br>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,<br>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 II Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / 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, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, 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.>**

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MANOJ KUMAR VERMA Digitally signed by MANOJ KUMAR VERMA Date: 2019.05.30 21:55:30 +05'30'

Annexure-I

रजिस्ट्री सं० डी० एल०-33004/99 REGD. NO. D. L.-33004/99

# भारत का राजपत्र
# The Gazette of India

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## इस्पात मंत्रालय

(स्थापना प्रभाग)

## अधिसूचना

नई दिल्ली, 8 मई, 2017

सा.का.नि. 451(अ).—सरकारी खरीद में घरेलू निर्मित लोहा और इस्पात उत्पादों को वरीयता देने की नीति सामान्य जानकारी हेतु एतद्द्वारा प्रकाशित की जाती है :–

### सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों को वरीयता देने के लिए नीति

1. पृष्ठभूमि

1.1 यह नीति सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों (डीएमआई एंड एसपी) को वरीयता देती है।

1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में परिशिष्ट-क में यथा दिए गए अनुसार उत्पादित लोहा एवं इस्पात उत्पादों पर लागू होती है।

1.3 यह नीति सरकारी परियोजनाओं के लिए लोहा एवं इस्पात उत्पादों की खरीद के लिए प्रत्येक मंत्रालय अथवा सरकार के विभाग और उनके प्रशासनिक नियंत्रण में सारी एजेंसियों अथवा प्रतिष्ठानों पर और न कि वाणिज्यिक पुनर्बिक्री के उद्देश्य अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग के उद्देश्य लागू है।

2. परिभाषा

i. बोली लगाने वाला इस्पात का घरेलू/विदेशी निर्माता अथवा उसका बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा किसी अन्य कंपनी, जो सरकारी एजेंसियों द्वारा प्रदान की गई निधियों वाली परियोजनाओं की बोली लगाने में लगा हुआ हो, हो सकता है।

ii. "घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पाद (डीएमआई एंड एसपी)" वे लोहा एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो विशेष आर्थिक क्षेत्र (सेज) सहित भारत में पंजीकृत अथवा स्थापित हैं। इसके अलावा, ऐसे उत्पाद परिशिष्ट-क में यथा उल्लिखित घरेलू न्यूनतम मूल्य संवर्धन के मानदंड को पूरा करेंगे।

निविदा से 36 महीने की अवधि के लिए अयोग्य करार दिया जाएगा। इसके अलावा मैं इस प्रकार के आकलन के लिए सभी लागतों का वहन करूँगा/करूँगी।

कि मैंने अधिसूचना संख्या _____ में उल्लिखित सभी शर्तों का पालन कर लिया है जिसमें सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों को वरीयता दी गई है और खरीदने वाली एजेंसी एतद्द्वारा मेरे जमा बयाना राशि जब्त करने के लिए अधिकृत है। मैं निविदा दस्तावेज में यथा विनिर्दिष्ट आकलन लागत और सभी दंडों का भी भुगतान करने का वचन देता/देती हूँ।

मैं 8 वर्षों की अवधि के लिए कंपनी के अभिलेख में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा/कराऊंगी:

i बोली लगाने वाले का नाम और विवरण

(पंजीकृत कार्यालय, विनिर्माण इकाई का पता, कानूनी प्रतिष्ठान की प्रकृति)

ii. वह तिथि जब यह प्रमाण-पत्र जारी किया गया

iii. लोहा एवं इस्पात उत्पाद जिसके लिए प्रमाण-पत्र प्रस्तुत किया गया है

iv. खरीदने वाली एजेंसी जिसे प्रमाण-पत्र प्रस्तुत किया गया है

v. दावा किए गए घरेलू मूल्य संवर्धन का प्रतिशत और क्या यह निर्धारित घरेलू मूल्य संवर्धन के सीमा मूल्य को पूरा करता है

vi. विनिर्माता इकाई का नाम और संपर्क ब्यौरे

vii. लोहा एवं इस्पात उत्पादों की निवल बिक्री कीमत

viii. संयंत्र तक भाड़ा, बीमा और रख-रखाव

ix. लोहा एवं इस्पात उत्पादों का निर्माण करने के लिए प्रयोग किए गए इनपुट इस्पात (आयातित) की सूची एवं कुल लागत मूल्य

x. घरेलू रूप से लिए गए इनपुट इस्पात की सूची एवं कुल लागत

xi. कृपया आपूर्तिकर्ताओं से मूल्य संवर्धन प्रमाण-पत्र, यदि इनपुट नहीं हो, संलग्न करें

xii. आयात किए गए इनपुट इस्पात के लिए, सीआईएफ मूल्य, शुल्क एवं कर, पत्तन रख-रखाव शुल्क और अंतर्देशीय भाड़ा लागत के ब्यौरे के साथ भारतीय पत्तन पर पहुँचने तक लागत

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

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत)

<नाम, पदनाम और संपर्क सं. का उल्लेख करें>

## MINISTRY OF STEEL

## (ESTABLISHMENT DIVISION)

## NOTIFICATION

New Delhi, the 8th May, 2017

G.S.R. 451(E).—The Policy for providing preference to domestically manufactured Iron & Steel products in Government procurement is hereby published for general information.:—

### POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT

**1. Background**

1.1 This policy provids 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, 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 for purchase of iron & steel products for government projects and not with a view to commercial resale or with a view to use in the production of goods for commercial sale.

**2. Definition**

i. **Bidder** may be a domestic/ foreign manufacturer of 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.

ii. "**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.

iii. **Domestic Manufacturer** is a manufacturer of domestically manufactured iron & steel products (DMI&SP).

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

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

vi. **MoS** shall mean Ministry of Steel, Govt. of India.

vii. **Net Selling Price** shall be the Ex-works/Ex-factory price comprising of the landed cost of imported steel at the plant and all other cost elements forming part of the conversion cost inclusive of nominal return on investment. This price is exclusive of any duties and taxes applicable ex-factory.

viii. **Semi-Finished Steel** shall mean billet, blooms, slabs (cast products), which can be subsequently processed to finished steel.

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

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

**3. Exclusions:**

Waivers shall be granted to all such Government procurements subject to following conditions:

a. where specific grades of steel are not manufactured in the country, or

b. where the quantities as per the demand of the project cannot be met through domestic sources

**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:

a. Monitoring the implementation of the policy

b. Review and notify the list of Iron & Steel products and the Minimum value addition criterion as mentioned at Appendix-A

c. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per para 3

d. Constitute a separate committee to carry out Grievance redressal

e. 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 :-

क. 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.

ख. Only iron & steel products having aggregated estimate value of INR 50 Crores and more forming part of the steel intensive project or overall project, shall be covered under the policy.

ग. 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.

5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed value addition, furnished at Appendix-A. The Appendix-A will be reviewed by the Standing Committee and amended, if required with the approval of competent authority.

5.3 Government agencies which are involved in procurement of iron and steel products in government projects and if such product is not mentioned in Appendix-A, they will provide description and technical

specifications of the product alongwith prescribed standards to the Standing Committee. The Standing Committee will act as per the mandate at para 4.

5.4 The value addition 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 as per the policy.

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 providing preference 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 should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder (as indicated at Appendix-A), provided there is procurement of iron & steel products having estimated value of INR 50 Crores or more, forming part of the steel intensive project or overall project.

6.3 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 the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

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

b. The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.

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

7 **Value addition**

7.1 Value addition shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India.

7.2 In case, the iron & steel products are made –

a. 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 procuring Government agency.

b. Using a mix of imported and domestic 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.

c. Using only imported input steel, the following formula shall apply to calculate the percentage of domestic value-addition:

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

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

8 **Self-Certification**

8.1 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. 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 Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form I attached to these guidelines.

8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are DMI&SP in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a

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 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 off 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 the 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 the bonafides of the 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.

8.8 Each Government Agency shall clearly define the penalties, in case of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD and such other penalties, as may be prescribed by the concerned Government Agency in the tender document.

8.9 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.

**9 Monitoring**

9.1 MoS shall be the nodal ministry to monitor the implementation of the policy.

9.2 Every Government Agency 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 non-compliance thereof, during the preceding financial year.

**10 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.

[F. No. 11(34)/2015-IDD]

SYEDAIN ABBASI, Jt. Secy.

Appendix-A

**List of Iron & Steel Products**
(Refer Para 7.2)

| Sl. No | Iron & Steel Products | Inputs (Imported or Domestic) | Minimum Value Addition |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 1 | Ductile Iron Pipe | Pig Iron/Liquid Iron | 15% |
| 2 | Wire rod & TMT bar | Billet | 15% |
| 3 | Structural/sections | Bloom | 15% |
| 4 | HR Coils, strips, sheets & plates | Slab | 15% |
| 5 | HR universal/Quarto Plates | Slab | 15% |
| 6 | CR coils/strips | HR coils | 15% |
| 7 | Coated flat steel products/ GP/GC sheets/ Al-Zn coated | Slab/ HR Coil/ Cold rolled coils/strips | 15% |
| 8 | Color coated, painted sheets | Slab/ HR Coil/ Cold rolled coils/strips | 15% |
| 9 | All kinds of steel pipes & tubes | Slabs/ Plates/ HR coils | 15% |
| 10 | Seamless tubes & pipes | Bloom | 15% |
| 11 | Rails | Bloom | 15% |

**Form-I**

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products 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 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.>**

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ALOK KUMAR Digitally signed by ALOK KUMAR
Date: 2017.05.16 15:45:37 +05'30'

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**