

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-07-2025 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-07-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Oil India Limited
संगठन का नाम/Organisation Name	Oil India Limited
कार्यालय का नाम/Office Name	Oil India Limited
क्रेता ईमेल/Buyer Email	buyer12.mpng.as@gembuyer.in
कुल मात्रा/Total Quantity	250000
वस्तु श्रेणी /Item Category	Line Pipe, 4" , Seamless, B/E, 12.66 PPF (09019712)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Line Pipe, 4", Seamless, B/E, 12.66 PPF (09019712)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Antimicrobial Susceptibility Testing Discs
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">ERW Line Pipe (as per API 5L / ISO 3183) (Oil PSU)Seamless Line Pipe (as per API 5L / ISO 3183) (Oil PSU)Cross - Over Pipe for Line Pipe Casing Pipe (Petroleum Industry)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3606 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 21 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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	14428000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

19

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।/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.

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

लाभार्थी /Beneficiary :

CMM-FP

Materials Department, OIL INDIA Limited, Ministry of Petroleum and Natural Gas
(Munin Konwar)

विभाजन/Splitting

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

Reserved for Make In India products

Reserved for Make In India products

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. 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.

4. 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.

Line Pipe, 4" , Seamless, B/E, 12.66 PPF (09019712) (250000 meter)

(Minimum 100% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	250000	120

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Tender Documents_GeM635 3038 View	Tender Documents_GeM6353038	Line Pipe, 4" , Seamless, B/E, 12.66 PPF (09019712)(250000)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within

30

days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

3. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :

12

%

Notification No.and date :

8/2022

dated

13/07/2022

4. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

5. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

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.
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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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 कार्यवाई का आधार होगा।/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.

---धन्यवाद/Thank You---



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

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

- | | |
|--|--|
| 1 Bid Security | : Applicable |
| | <i>Bid Security of INR 1,44,28,000.00 should be valid for minimum 165 days from the original bid closing date i.e. upto 28.12.2025.</i> |
| | <i>Original Bid security must be submitted on or before bid closing date.</i> |
| 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 on OIL's scope (Refer clause 25.0 of SCC) |
| 10 Installation & Commissioning | : Not Applicable |
| 11 Training | : Not Applicable |
| 12 Annual Maintenance Contract | : Not Applicable |
| 13 OIL's Tender No. | : GEM/2025/B/6353038 |



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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)
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(A)	: Format for Performance Security in the form of BG
Proforma - F(B)	: Format for Performance Security in the form of Insurance Surety Bond
Proforma - G(A)	: Format for Bid Security in the form of BG
Proforma - G(B)	: Format for Bid Security Declaration
Proforma - G(C)	: Format for Bid Security in the form of Insurance Surety Bond
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



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ANNEXURE – I

TECHNICAL SPECIFICATION/SCOPE OF WORK/SPECIAL TERMS & CONDITIONS
GENERAL AND SPECIAL NOTES, TERMS & CONDITIONS

AA) TECHNICAL SPECIFICATION:

Sl. No./Material code	DESCRIPTION	Qty.
10 09019712	Line Pipe, 4", Seamless, B/E, 12.66 PPF SPECIFICATION: Steel line pipe, seamless, Nominal Size : 100 mm (4"), O.D. 114.3 mm (4.1/2"), Wall thickness 7.14 mm (0.281"), Weight : 18.77 Kg/m (12.66 lbs/ ft.), API 5L Grade X-46, PSL-2, Bevel ends, Bevel angle : 30 Degree (+ 5 Deg., - 0 Deg.), in double random length (Average length shall not be less than 10.67 mtrs. and minimum length shall not be less than 9 mtrs.), Mill test pressure (Hydraulic)211 Kg/Sq.cm. (3000 PSI) with API monogram.	250,000 M

BB) NOTE TO BIDDERS :

Third Party Inspection will be carried out on percentage basis by the OIL's approved third party inspection agencies for line pipes.

THIRD PARTY INSPECTION:

a) Raw Material Inspection for Chemical Composition & Mechanical Properties : 10% of number of heats of raw materials 10% of number of plates will be tested at random by the third party. The minimum number of test for raw materials either from heats or plates is 5(five). 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, end bevelling, threading/gauging, surface imperfections etc. - 5% of the tubes at random will be checked/tested by Third-party.

ii) Checking chemical composition and mechanical properties - 5% of the tubes will be tested by the third party.

c) Witnessing NDT through ultrasonic testing/magnetic particles method/other methods.

i) Longitudinal Defects : 5% of the tubes at random will be tested by the third party.



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Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

ii) Transverse Defects :1% of the tubes at random will be tested.

d) Hydraulic Testing : 10% of the tubes at random will be tested by third party. The above test procedure is for offering to third party, whereas manufacturer will do 100% internal testing before offering to third party. The manufacturer will forward the various test certificates of their internal testing after checked/verified/certified by the third party.

Identification Mark :

a) 'OIL' need to be die stamped/paint stencilled on both sides of each length of pipe within a distance of 1(one) meter from the end.

b) Manufacturers name/trade mark is to be die stamped/paint stencilled on each length of pipe

c) Length of each pipe in metres and centimetres must be paint stencilled on the pipes.

d) OIL's Order No. is to be paint stencilled on each pipe.

e) API/BIS Monogram is to be die stamped/paint stencilled on each length of pipe (API or BIS to be typed as per requirement).

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

CC) STANDARD NOTES:

1.0 Bidder to quote all inclusive cost (**except TPI charges**) as FOR/DDP Duliajan including all cost towards loading, freight upto destination, insurance, GST etc. Unloading to be arranged by the supplier. However, Crane services at site for unloading of tubulars shall be arranged by OIL at its own cost

2.0 As policy for providing preference to domestically manufactured Iron & Steel Products (DMI&SP) is applicable in this tender, the bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products, shall furnish the authorization certificate issued by their domestic manufacturer if the bidders themselves opt to participate in the tender on behalf of their manufacturer.

3.0 If manufacturer itself submits bid, the bids of its authorized dealers will not be considered.

4.0 **Mandatory Submission of Checklist:** All bidders are required to mandatorily submit the checklist on BEC (Bid Evaluation Criteria)/ Proformas and other relevant technical criteria as outlined in the tender document, along with the bids. Failure to submit the completely filled checklist will render the bid liable for rejection.



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- 5.0 **Queries Submission Timeline:** Bidders are advised to submit any queries related to the tender within **14 days** from the date of publishing of the tender and that OIL will not be liable to respond to any queries received after the stipulated deadline.
- 6.0 In the event of contradiction between tender clauses, terms & conditions anywhere in the tender document with that of Bid Rejection Criteria/ Bid Evaluation Criteria (BRC/BEC), the clauses incorporated under BRC/BEC shall prevail.
- 7.0 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 Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s) and such Addendum(s)/Corrigendum(s)/Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.

DD) SPECIAL NOTES:

- 1.0 Delivery period: Materials are required to be delivered within 120 days from the date of issue of PO.
- Supplier to confirm the quantity being supplied with mode of transportation atleast 30 days in advance to enable OIL to make necessary arrangements for the receipt of material



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ANNEXURE - III

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

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BEC / BRC must be submitted along with the technical bid

The following clauses will be applicable against the tender failing which the offer will be rejected.

A. BID REJECTION CRITERIA (BRC)

A.1 TECHNICAL:

1.0 MANUFACTURING DETAILS:

1.1 Bidders must specify categorically in their offer if the following jobs in respect of the Tubulars offered by them would be carried out by themselves

- i) Manufacture of the Green pipe (Unprocessed Plain End Pipe)
- ii) Manufacture of the Mother/Processed pipe
- iii) Manufacture of Coupling Stock/blanks
- iv) Manufacture of Coupling
- v) Threading of item (ii) or (iii) and End finishing jobs.

In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.

Note: In case of bevel end line pipes, the jobs against the point no. (iii), (iv) & (v) above shall be ignored.

1.2 In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.

1.3 Bidders doing none of the above jobs would be treated as supply house/traders.

1.3.1 They (Supply Houses/ Traders) must forward the following certificates along with the offer failing which the offer will be rejected.

- i) A certificate from the manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.



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- ii) Valid API certificates from the manufacturer of Threaded and coupled API Casing / Tubing / Line Pipes (as applicable).
- 1.3.2 It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.
- 1.4 Bidders must clearly indicate the country of origin.
- 1.5 Manufacturer's / Processor's / Threader's Experience: Manufacturer / Processor / Threader of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid.
- 1.5.a. Minimum 5 (five) years of experience of manufacturing / processing / threading and ultimately supplying similar material (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Copies of API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno commercial bid.
- 1.5.b Should have manufactured / processed / threaded and ultimately supplied similar material (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of each item to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.
- However,** a Bidder who is a domestic manufacturer and has manufactured and successfully executed at least one (01) order either to OIL or ONGCL (irrespective of supplied quantity) for similar materials (same or higher grade and same or higher outer diameter) during the last 5 (five) Years prior to the original Bid Closing Date, shall be considered as established source and qualified with respect to this clause (1.5.a), subject to submission of documentary proof.
- 1.5.c Domestic manufacturer who has satisfactorily executed development order(s) placed by **OIL/ONGCL** for similar material (same or higher grade and same or higher outer diameter) during recent years (i.e., less than five years from the original bid closing date of this tender) shall also be considered as established sources for supply of the tendered item(s). Under such situation, documents to fulfil BRC clause 1.5.a, 1.5.b & 1.5.e are not required to be submitted. But, the bidder must submit the following along with their techno-commercial bid:



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- i) Copy of valid API-5CT Certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable)
- ii) To mention OIL's Development Order No. / submit copy of successful execution certificate issued by INDEG Department, OIL
OR
Development Order No. and copy of successful execution certificate issued by INDEG Department, ONGC in its official letter head highlighting the development Order No. & Date
- 1.5.d Documentary evidence in respect of 1.5.a & 1.5.b above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno commercial bid.
- 1.5.e In case bidder is a manufacturer then he should have valid API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Casing/Tubing/ Line pipes and documentary evidence thereof should be submitted along with the techno-commercial bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno commercial bid.
- 1.5.f In case the bidder is Supply Houses/ Traders of any API approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API approved manufacturer having all the required authorization to manufacture Threaded and Coupled API Casing / Tubing / Threaded and Coupled & Bevel Ended Line pipes. (Bids from Supply Houses/ Traders for processor or Threader will not be accepted.):
- i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder and also authorized them to market their products.
- ii) Copies of valid API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) of manufacturer for the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.
- iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5b. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno commercial bid.



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iv) Documentary evidence in respect of (iii) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5.h In case the bidder is API approved Processors / Threaders who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment / threading/ bevelling - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock (wherever applicable) and should also submit the following documents:

i).a. Copy of valid API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid

i).b. Copy of valid API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) in favour of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid in case the processor/ threader should purchase the coupling from other mills.

(Note: 1.5.h (i).b is not applicable in case of bevel ended line pipe)

ii) Copy of valid API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) in favour of processor / threader to do heat treatment / threading/ bevelling – end finishing and testing of Casing / Tubing / Line pipes for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.

iii) a. Processors must purchase the green pipes, coupling stock/ blank (wherever applicable) from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable).

iii) b. Threaders must purchase processed mother pipes & Coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) for last 5 (five) years (i.e., continuous without having any break in between) along with the techno commercial bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

(Note: 1.5.h (iii).b. is not applicable in case of bevel ended line pipe)

iv) Processors / Threaders should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom they have supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) Years



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along with documentary evidence to satisfy above clause 1.5b. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.

v) Documentary evidence in respect of (iv) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.

1.5.i Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following:

- i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated.
- ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.

1.6 Bidder should confirm to submit API 5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable), as specified elsewhere in the tender, in subsequent Price bid(s). Price bid of those bidders who fails to submit valid API 5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) or whose API 5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe (as applicable) is suspended will not be opened.

Note:

- 1) Manufacturer/ manufacturing mentioned above mean manufacturing of Plain end Green Pipe, Coupling Stock through processing and threading to finished Threaded or Coupled Casing / Tubing / Threaded coupled & bevel ended line pipes.
- 2) No change in API mill(s) other than those indicated in the techno-commercial bid will be allowed after placement of order.

Any deviation(s) from above specifications/ clauses should be clearly highlighted mentioning justification in support of deviation.

A.2 FINANCIAL

1.0 The bidder must have annual financial turnover from Operations of minimum **INR 36,06,95,000.00** 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



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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 **(as per PROFORMA - A)** that 'the balance sheet/Financial Statements for the financial year xxxx-xxxx (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) Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.
- 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



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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 USD, the bidder shall have to convert the figures in equivalent INR or USD 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 USD.
- 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 a 100% subsidiary of the parent/ultimate parent/holding company.

A.3 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 120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.



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- 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 a Performance Security @5% of the order value. 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 – V: SPECIAL CONDITIONS OF CONTRACT (SCC)).
- 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(A)**, if submitted in the form of Bank Guarantee or **PROFORMA – G(C)**, if submitted in the form of Insurance Surety Bond]. 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/ISB must be valid at least for a period of 165 days 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 – V: SPECIAL CONDITIONS OF CONTRACT (SCC)).
- 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 – V: SPECIAL CONDITIONS OF CONTRACT (SCC)).
- 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:
- Liquidated Damages
 - Warranty/Guarantee of material
 - Arbitration / Resolution of Dispute
 - Force Majeure
 - Applicable Laws
- 11.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:
- Validity of bid shorter than the validity indicated in the Tender.
 - In case the party refuses to sign Integrity Pact.
 - Original Bid Security not received within the stipulated date & time mentioned in the Tender.
 - 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.



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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	



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	to take note of the office memorandum and submit their offers accordingly, wherever applicable. 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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Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

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 GUARANTEE/ WARRANTY

Goods, materials or plant (s) to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 12 months from the date of despatch/shipment against defects arising from faulty materials, workmanship or design. Defective goods/ materials or parts notified, if any, on receipt by the Purchaser shall be made good of immediately by the Seller through Free of Charge (FOC) replacement on DDP destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

In case of repair / replacement, Vendor shall extend the warranty of such part further for a period of 12 (Twelve) months from the date of supply of repaired/replaced material.

5.0 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



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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
Mob No.: 9810701876
[E-mail: ams057@gmail.com](mailto:ams057@gmail.com)

- 5.1 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 be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).
- 5.2 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.

6.0 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



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the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

6.1 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).

7.0 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.

8.0 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 latest policy issued on 01.04.2025 shall prevail and furnished as **ANNEXURE – VIII** to this tender

9.0 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.



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- (3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - 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:

- 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:

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

10.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

10.1 ARBITRATION (APPLICABLE FOR SUPPLIER/CONTRACTOR OTHER THAN PSU/GOVT. DEPARTMENTS AND MSMEs):

10.1.1 Except as otherwise provided elsewhere in the purchase order, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the consequent purchase order/contract or breach thereof which parties are unable to settle mutually or through mutually appointed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:

10.1.2 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

10.1.3 The number of arbitrators and the appointing authority shall be as under:

Claim Amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.5.00 Crore	Not Applicable	Not Applicable



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Above Rs.5.00 Crore and Upto Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	Three Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators.

- 10.1.4 The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- 10.1.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- 10.1.6 Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 10.1.7 If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- 10.1.8 Each party shall be responsible to decide for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for planning for travel/ stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- 10.1.9 In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- 10.1.10 The Arbitration shall be held at the place from where the contract /purchase order has been awarded. However, parties to the contract / purchase order can agree for Venue of Arbitration, different from the place of arbitration within India for the convenience of all concerned.
- 10.1.11 The fees to arbitrator(s) shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The fees to the arbitrator(s) and secretarial expenses shall be paid in following manner:
- 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
 - 20% of the fees on completion of pleadings
 - 20% of the fees on commencement of the hearing
 - 40% of the Fees on conclusion of hearing and before passing of final award.



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However, subject to agreement by the Parties, the arbitrator(s) may determine a lump sum amount to be paid towards arbitrator's fees and secretarial expenses by the parties on commencement of the proceedings, which is to be adjusted against first instalment of payment, as prescribed in sl.(ii) above.

10.1.12 The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

10.1.13 Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

10.1.14 It is agreed and undertaken by the Parties that irrespective of country of origin of the SELLER, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

10.2 ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ORGANIZATIONS):

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 Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The Committee of Secretaries at the First level (tier) shall finalise its decision within 3(three) months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

10.3 ARBITRATION (APPLICABLE TO MICRO, SMALL AND MEDIUM ENTERPRISE)

In the event of any dispute or difference relating to, arising from or connected with the Purchase Order, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

11.0 TAX COLLECTIBLE AT SOURCE (TCS):



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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:

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

12.0 CONCESSIONAL GST

The items covered in this Tender shall be used by Oil India Limited in the Petroleum Exploration Licence (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.

13.0 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



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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).

14.0 PERFORMANCE SECURITY

Successful bidder will be required to furnish a Performance Security @5% of the order value with validity as mentioned in the tender document. The Performance Security shall be in the form of Insurance Surety Bonds, account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or Bank Guarantee (including e-Bank Guarantee) or irrevocable Letter of Credit (LC). The Performance Security must be submitted exactly as per **PROFORMA – F(A)** if it is a BG or **F(B)** if it is an Insurance Surety Bond. 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.

14.1 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.

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



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- 14.3 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.
- 14.10 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. (5% of annualized contract value valid for three months beyond entire execution period).

15.0 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 or an equivalent amount in freely convertible currency and shall be in the form of Insurance Surety Bonds/DD/FDR (account



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OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) (including e-Bank Guarantee) in OIL's prescribed format (**PROFORMA – G(A) or G(C)**) or as an irrevocable Letter of Credit (L/C) from any of the following Banks (*Refer GeM GTC for details*).

In case of the Bid Security is submitted in the form of Bank Guarantee or Insurance Surety Bond, scanned copy of the same shall be uploaded by the bidder in the online bid and hard copy of the BG or ISB will have to be submitted directly to OIL on or before bid opening date, 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 – M KONWAR, CM-MATERIALS (FP), OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM, e-mail: munin_konwar@oilindia.in.**

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

- 15.1 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.
- 15.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.
- 15.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.
- 15.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.



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- 15.5 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.
- 15.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 15.7 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.
- 15.8 In case, the Bid Security in the form of a BG or ISB 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.
- 15.9 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.



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15.10 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.

15.11 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.

15.12 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.

15.13 **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



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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

16.0 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).

17.0 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.

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 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 stack is below the cabin height of the vehicle for safe off-loading.
- (b) Maximum permissible number of joints that can be loaded on a single trailer for unloading inside OIL's premises (viz. Industrial Area /New Industrial Area/other locations):

Size of Tubulars	Maximum Nos. of Joints to be loaded	
	20 T Trailers	30 T Trailer



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20" Casings	7	8
13 3/8" Casings	15	22
9 5/8" Casings	22	27
7" Casings	32	40
5 1/2" Casings	50	70
2 7/8" Tubings	200	230
3 1/2" Tubings	170	200

- (c) “Stanchions Bars / Stopper Bars” must be mandatorily installed on the sides of the carriages of the Trailers at appropriate intervals.
- (d) The tubular stack must be secured tightly with steel chain/any other suitable material as per industry standard at minimum 03(three) places with the trailer carriages.
- (e) 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.
- (f) All persons engaged for unloading of Tubulars should mandatorily use PPEs like Helmet, Safety Boots, etc.
- (g) 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.

The above safety rules must be strictly adhered to by the suppliers. If it is found during unloading of tubulars that any of the above-mentioned Safety aspects are not adhered to, OIL shall not offload the relevant trailer(s) until all the above-mentioned safety points are fulfilled.

18.1 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

19.0 UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL:

Unloading of consignment from Railway Wagons at Destination (**Duliajan**) shall be completely in OIL’s scope.

20.0 QUANTITY TOLERANCE FOR TUBULARS:

Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

21.0 SET-OFF:



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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).

22.0 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.

23.0 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).

24.0 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.

25.0 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 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.**



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- 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.

26.0 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

- 26.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.
- 26.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.
- 26.3 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),	i)	Bill in original + one copy.
		ii)	Copy of the C-Note/RR.



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	Finance & Accounts Department Oil India Limited, Duliajan, PIN - 786602	iii) Copy of Mill Inspection Certificate, if any. iv) Copy of Third-Party Inspection Certificate, if any. v) Copy of Delivery Challan. vi) Copy of TPI Declaration vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	DGM - Materials (Receiving), Materials Department Oil India Limited, Duliajan, PIN - 786602	i) Clear Consignee copy of RR/C-Note - Original + 1 copy. ii) Copy of Tax Invoice. iii) Delivery Challan (Original). iv) Packing list (Original). v) Mill inspection certificate, if any (Original). vi) Copy of Third-Party Inspection certificate, if any. vii) Copy of TPI Declaration viii) Warranty Certificate (Original)
C)	Chief Manager Materials (FP) Materials Department Oil India Limited, Duliajan, 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.



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- 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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 Assam, India - 786602
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 Phone- +91-374-280-8726

ANNEXURE – VI

**BID EVALUATION MATRIX (TECHNICAL SPECIFICATION)
 (TO BE FILLED IN BY BIDDER DULY SIGNED)**

AA. TECHNICAL SPECIFICATIONS

Sl No/ Mat. Code	Description	BIDDER'S RESPONSE (Complied / Not Complied/De viation / Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks/complia nce (Reference of Document name / Serial number / Page number of bid for documentary evidence)
10 09019712	Line Pipe, 4", Seamless, B/E, 12.66 PPF SPECIFICATION: Steel line pipe, seamless, Nominal Size : 100 mm (4"), O.D. 114.3 mm (4.1/2"), Wall thickness 7.14 mm (0.281"), Weight : 18.77 Kg/m (12.66 lbs/ ft.), API 5L Grade X-46, PSL-2, Bevel ends, Bevel angle : 30 Degree (+ 5 Deg., - 0 Deg.), in double random length (Average length shall not be less than 10.67 mtrs. and minimum length shall not be less than 9 mtrs.), Mill test pressure (Hydraulic)211 Kg/Sq.cm. (3000 PSI) with API monogram.		
<u>BB) NOTE TO BIDDERS:</u> Third Party Inspection will be carried out on percentage basis by the OIL's approved third party inspection agencies for line pipes. THIRD PARTY INSPECTION: a) Raw Material Inspection for Chemical Composition & Mechanical Properties : 10% of number of heats of raw			



materials 10% of number of plates will be tested at random by the third party. The minimum number of test for raw materials either from heats or plates is 5(five). 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, end bevelling, threading/gauging, surface imperfections etc. - 5% of the tubes at random will be checked/tested by Third-party.

ii) Checking chemical composition and mechanical properties - 5% of the tubes will be tested by the third party.

c) Witnessing NDT through ultrasonic testing/magnetic particles method/other methods.

i) Longitudinal Defects : 5% of the tubes at random will be tested by the third party.

ii) Transverse Defects :1% of the tubes at random will be tested.

d) Hydraulic Testing : 10% of the tubes at random will be tested by third party. The above test procedure is for offering to third party, whereas manufacturer will do 100% internal testing before offering to third party. The manufacturer will forward the various test certificates of their internal testing after checked/verified/certified by the third party.

Identification Mark :

a) 'OIL' need to be die stamped/paint stencilled on both sides of each length of pipe within a distance of 1(one) meter from the end.

b) Manufacturers name/trade mark is to be die stamped/paint stencilled on each length of pipe

c) Length of each pipe in metres and centimetres must be paint stencilled on the pipes.



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<p>d) OIL's Order No. is to be paint stencilled on each pipe.</p> <p>e) API/BIS Monogram is to be die stamped/paint stencilled on each length of pipe (API or BIS to be typed as per requirement).</p> <p>Mill test pressure : Each joint of pipe shall be tested hydrostatically to the recommended pressure at the mill in accordance with the relevant API specifications.</p>		
<p><u>DD) SPECIAL NOTES:</u></p> <p>2.0 Delivery period: Materials are required to be delivered within 120 days from the date of issue of PO.</p> <p>Supplier to confirm the quantity being supplied with mode of transportation atleast 30 days in advance to enable OIL to make necessary arrangements for the receipt of material</p>		



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Materials Department
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 Assam, India - 786602
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ANNEXURE – VII

BID EVALUATION MATRIX (TO BE FILLED IN BY BIDDER DULY SIGNED)			
BID REJECTION CRITERIA			
CLAUSE NO.	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied / Deviation/ Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	<p>The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BEC / BRC must be submitted along with the technical bid</p> <p>The following clauses will be applicable against the tender failing which the offer will be rejected.</p>		
A	<u>BID REJECTION CRITERIA (BRC):</u>		
A.1	<u>TECHNICAL</u>		
1.0	<u>MANUFACTURING DETAILS:</u>		
1.1	Bidders must specify categorically in their offer if the following jobs in respect of the Tubulars		



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	<p>offered by them would be carried out by themselves</p> <p>i) Manufacture of the Green pipe (Unprocessed Plain End Pipe) ii) Manufacture of the Mother/Processed pipe iii) Manufacture of Coupling Stock/blanks iv) Manufacture of Coupling v) Threading of item (ii) or (iii) and End finishing jobs.</p> <p>In case any or all the above jobs would be carried out in their plant, they must forward valid API certificate(s) issued in their name for respective job(s) together with the offer.</p> <p>Note: In case of bevel end line pipes, the jobs against the point no. (iii), (iv) & (v) above shall be ignored.</p>		
1.2	<p>In case some of the above jobs are not carried out in their plant but would be carried out in some other works, the bidders must submit API certificate(s) issued in the vendors' name for respective job(s). These certificates must be furnished along with the offer.</p>		
1.3	<p>Bidders doing none of the above jobs would be treated as supply house/traders.</p>		
1.3.1	<p>They (Supply Houses/ Traders) must forward the following certificates along with the offer failing which the offer will be rejected.</p> <p>i) A certificate from the manufacturing mill guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder.</p> <p>ii) Valid API certificates from the manufacturer of Threaded and coupled API Casing / Tubing / Line Pipes (as applicable).</p>		
1.3.2	<p>It may be noted that no change in manufacturing mill will be allowed after placement of order. Bidder must confirm the same in their bid.</p>		



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Oil India Limited
 A Maharatna CPSE under
 Government of India

FIELD HEAD QUARTERS
Materials Department
 Duliajan P.O., Dibrugarh District,
 Assam, India - 786602
 Email – munin_konwar@oilindia.in
 Phone- +91-374-280-8726

1.4	Bidders must clearly indicate the country of origin.		
1.5	Manufacturer's / Processor's / Threader's Experience: Manufacturer / Processor / Threader of the offered item(s) should satisfy the following clauses along with documentary evidence which should be enclosed along with the techno-commercial bid.		
1.5.a	Minimum 5 (five) years of experience of manufacturing / processing / threading and ultimately supplying similar material (same or higher grade and same or higher outer diameter) to companies which are in the business of exploration and production of hydrocarbons. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. Copies of <u>API-5CT certificate for tubing & casing</u> / <u>API-5L certificate for Steel Line pipe</u> (as applicable) for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno commercial bid.		
1.5.b	Should have manufactured / processed / threaded and ultimately supplied similar material (same or higher grade and same or higher outer diameter) at least 50% of tendered quantity of each item to companies which are in the business of exploration and production of hydrocarbons during the last 5 (five) Years. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid. However, a Bidder who is a domestic manufacturer and has manufactured and successfully executed at least one (01) order either to OIL or ONGCL (irrespective of supplied quantity) for similar materials (same or higher grade and same or higher outer diameter) during the last 5 (five) Years prior to the original Bid Closing Date, shall be considered as established source and qualified with respect to this clause (1.5.a), subject to submission of documentary proof.		



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1.5.c	<p>Domestic manufacturer who has satisfactorily executed development order(s) placed by <u>OIL/ONGCL</u> for similar material (same or higher grade and same or higher outer diameter) during recent years (i.e., less than five years from the original bid closing date of this tender) shall also be considered as established sources for supply of the tendered item(s). Under such situation, documents to fulfil BRC clause 1.5.a, 1.5.b & 1.5.e are not required to be submitted. But, the bidder must submit the following along with their techno-commercial bid:</p> <p>i) Copy of valid API-5CT Certificate <u>for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable)</p> <p>ii) To mention OIL's Development Order No. / submit copy of successful execution certificate issued by INDEG Department, OIL Development Order No. and copy of successful execution certificate issued by INDEG Department, ONGC in its official letter head highlighting the development Order No. & Date.</p>		
1.5.d	<p>Documentary evidence in respect of 1.5.a & 1.5.b above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno commercial bid.</p>		
1.5.e	<p>In case bidder is a manufacturer then he should have valid API-5CT <u>certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable) for last 5 (five) years (i.e. continuous without having any break in between) for manufacturing Threaded and Coupled API Casing/Tubing/ Line pipes and documentary evidence thereof should be submitted along with the techno-commercial</p>		



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	bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno commercial bid.		
1.5.f	<p>In case the bidder is Supply Houses/ Traders of any API approved manufacturer, then bidder must furnish the following documents. Such bidder can offer the desired product only from API approved manufacturer having all the required authorization to manufacture Threaded and Coupled API Casing / Tubing / Threaded and Coupled & Bevel Ended Line pipes. (Bids from Supply Houses/ Traders for processor or Threader will not be accepted.):</p> <p>i) Back-up authority cum Warranty letter in original on manufacturer's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer guaranteeing supply of the tubulars to the bidder in the event of an order on the bidder and also authorized them to market their products.</p> <p>ii) Copies of valid API-5CT certificate <u>for tubing & casing</u> / <u>API-5L certificate for Steel Line pipe</u> (as applicable) of manufacturer for the last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of the techno-commercial bid.</p> <p>iii) Bidder should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom their Manufacturer has supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) years along with documentary evidence to satisfy above clause 1.5b. For this purpose, the period reckoned shall be the period prior to the date of opening of</p>		



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	<p>the techno commercial bid.</p> <p>iv) Documentary evidence in respect of (iii) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above along with the techno-commercial bid.</p>		
<p>1.5.h</p>	<p>In case the bidder is API approved Processors / Threaders who intend to purchase plain end pipes and coupling stock from other manufacturers and do heat treatment / threading/ bevelling - end finishing and testing should indicate the sources from where they intend to purchase plain end pipes and coupling stock (wherever applicable) and should also submit the following documents:</p> <p>i).a. Copy of valid API-5CT <u>certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable) in favour of manufacturer of green pipes, coupling blank/ stock must be submitted with the bid</p> <p>i).b. Copy of valid API-5CT <u>certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable) in favour of manufacturer of coupling for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid in case the processor/ threader should purchase the coupling from other mills.</p> <p>(Note: 1.5.h (i).b is not applicable in case of bevel ended line pipe)</p> <p>ii) Copy of valid API-5CT <u>certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable) in favour of processor / threader to do heat treatment / threading/ bevelling –</p>		



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	<p>end finishing and testing of Casing / Tubing / Line pipes for last 5 (five) years (i.e. continuous without having any break in between) from the date of opening of techno-commercial bid.</p> <p>iii) a. Processors must purchase the green pipes, coupling stock/ blank (wherever applicable) from API approved mills only and should submit the list of those API approved mills together with their valid <u>API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable).</p> <p>iii) b. Threaders must purchase processed mother pipes & Coupling stock/ blank from API approved mills only and should submit the list of those API approved mills together with their valid <u>API-5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable) for last 5 (five) years (i.e., continuous without having any break in between) along with the techno commercial bid. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.</p> <p>(Note: 1.5.h (iii)b. is not applicable in case of bevel ended line pipe)</p> <p>iv) Processors / Threaders should submit a list of companies which are in the business of exploration and production of hydrocarbons to whom they have supplied similar material (same or higher grade and same or higher outer diameter) during the last 5 (five) Years along with documentary evidence to satisfy above clause 1.5b. For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid.</p> <p>v) Documentary evidence in respect of (iv) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – B/L, invoice or any other documentary evidence that can substantiate the satisfactory execution of each</p>		
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	of the purchase orders cited above along with the techno-commercial bid.		
1.5.i	<p>Documents in any language other than English should be got translated in English and the copy of the original version English translation should be got verified from any one of the following:</p> <p>i) Official of Indian Embassy / High Commission / Consulate General situated in the country where language has been translated.</p> <p>ii) Official of Embassy / High Commission / Consulate General of the country where language has been translated, in India.</p>		
1.6	<p>Bidder should confirm to submit <u>API 5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable), as specified elsewhere in the tender, in subsequent Price bid(s). Price bid of those bidders who fails to submit valid <u>API 5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable) or whose <u>API 5CT certificate for tubing & casing / API-5L certificate for Steel Line pipe</u> (as applicable) is suspended will not be opened.</p>		
NOTE			
1.0	<p>Manufacturer/ manufacturing mentioned above mean manufacturing of Plain end Green Pipe, Coupling Stock through processing and threading to finished Threaded or Coupled Casing / Tubing / Threaded coupled & bevel ended line pipes</p>		
2.0	<p>No change in API mill(s) other than those indicated in the techno-commercial bid will be allowed after placement of order.</p>		
<p><u>Any deviation(s) from above specifications/ clauses should be clearly highlighted mentioning justification in support of deviation.</u></p>			
A.2	BRC - FINANCIAL:		



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1.0	<p>The bidder must have annual financial turnover from Operations of minimum INR 36,06,95,000.00 in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.</p> <p><i>[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).]</i></p>		
2.0	<p>"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.</p> <p><i>[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"].</i></p>		
3.0	<p>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 (as per PROFORMA - A) that 'the balance sheet/Financial Statements for the financial year xxxx - xxxx (As the case may be) has actually not been audited so far'.</p> <p>Note:</p>		



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	<p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-</p> <p>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</p> <p>ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent</p> <p>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.</p>		
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid		



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	are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD 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 USD.		
5.0	<p>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:</p> <p>(i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1.0) above.</p> <p>(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above.</p> <p>(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.</p> <p>(iv) Documents to substantiate that the bidder is a 100% subsidiary of the parent/ultimate parent/holding company.</p>		
A.3	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		



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	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 120 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 a Performance Security @ 5% of the order value. 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 – V: <u>SPECIAL CONDITIONS OF CONTRACT (SCC)</u>).		
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(A) , if submitted in the form of Bank Guarantee or PROFORMA – G(C) , if submitted in the form of Insurance Surety Bond]. 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		



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	<p>Security if submitted in the form of BG/e-PBG/ISB must be valid at least for a period of 165 days 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 – V: <u>SPECIAL CONDITIONS OF CONTRACT (SCC)</u>).</p>		
9.0	<p>Bid must be uploaded together with the Integrity Pact (<i>If applicable against the tender</i>) 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 – V: <u>SPECIAL CONDITIONS OF CONTRACT (SCC)</u>).</p>		
10.0	<p>Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:</p> <ul style="list-style-type: none">i) Liquidated Damagesii) Warranty/Guarantee of materialiii) Arbitration / Resolution of Disputeiv) Force Majeurev) Applicable Laws		
11.0	<p>A bid shall be rejected straightway if it does not conform to any one of the following clauses:</p> <ul style="list-style-type: none">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.		



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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.**



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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 the 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 Crores/ USD Million*	NET WORTH In INR Crores / USD Million*

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

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).

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"

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
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.



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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)	for and on behalf of (Bidder)
<u>Witness:</u> 1. 2.	<u>Witness:</u> 1. 2.



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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.



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

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;



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-
- (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



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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 and contractors.

(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



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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 be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).



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(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 intentions.

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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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)



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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)



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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)



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PROFROMA – F(A)

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 theday of.....

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:



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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:.....



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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:	
Branch:	
IFS Code:	
Contact Details	Mobile No.:
E-mail Addresses:	Telephone No.:
	Fax No.:
Correspondence Address	State:
H No/Street/City:	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



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PROFROMA – F(B)

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To GM- MATERIALS MATERIALS DEPARTMENT P.O. DULIAJAN, PIN-786602 DIST. DIBRUGARH, ASSAM, INDIA	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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 an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 stating the default/breach committed by the Contractor 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 ISB, and we hereby waive notice of such change, addition or modification.



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 A Maharatna CPSE under
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 Assam, India - 786602
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NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
 - a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and
 - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

Issuing Authority:

.....
 (Signature)

.....
 (Signature of the Authorised Signatory)

.....
 (Name)

.....
 (Name)

.....
 (Designation & official address)

.....
 (Designation with Insurer Stamp)

Authorised Vide
 Power of Attorney No.....
 Date.....



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INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

- a. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b. The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.
- d. The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e. The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
- f. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at elsewhere of the tender documents.
- g. Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h. Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.



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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 ofhaving 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 thisday 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 securityor
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.



ऑयल इंडिया लिमिटेड
Oil India Limited
 A Maharatna CPSE under
 Government of India

FIELD HEAD QUARTERS
Materials Department
 Duliajan P.O., Dibrugarh District,
 Assam, India - 786602
 Email – munin_konwar@oilindia.in
 Phone- +91-374-280-8726

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 INR
- 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: _____



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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 INDIA LIMITED 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
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FIELD HEAD QUARTERS
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Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

PROFORMA – G(C)

PROFORMA OF “INSURANCE SURETY BOND” FOR “BID SECURITY”

(To be stamped in accordance with the Stamp Act)

To GM- MATERIALS MATERIALS DEPARTMENT P.O. DULIAJAN, PIN-786602 DIST. DIBRUGARH, ASSAM, INDIA	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name & address of the “Insurer”) _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of INR..... (Rupees only) (hereinafter referred to as the “Surety Bond”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/ revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.



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Oil India Limited
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 Duliajan P.O., Dibrugarh District,
 Assam, India - 786602
 Email – munin_konwar@oilindia.in
 Phone- +91-374-280-8726

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
 - a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and
 - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

Issuing Authority:

.....
 (Signature)

.....
 (Signature of the Authorised Signatory)

.....
 (Name)

.....
 (Name)

.....
 (Designation & official address)

.....
 (Designation with Insurer Stamp)

Authorised Vide
 Power of Attorney No.....
 Date.....



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

- a. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b. The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d. The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e. The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
- f. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned elsewhere of the tender documents.
- g. Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h. Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.



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Assam, India - 786602
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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)



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

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.



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Assam, India - 786602
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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



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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 / 20 1 7 -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-FPPNG-Part (4) (E-41432) dated 26.03.2024.

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



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

PROFORMA – L

Power of Attorney / 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.



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
Duliajan P.O., Dibrugarh District,
Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

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. _____



ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

FIELD HEAD QUARTERS
Materials Department
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Assam, India - 786602
Email – munin_konwar@oilindia.in
Phone- +91-374-280-8726

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 or any other procuring entity, nor any inquiry is pending by Oil India Limited or any other procuring entity. 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”)

Further as per section 2 – Commitments of the bidder of Integrity pact we also declare that there has been no transgressions with any other public / government organization that may impinge on the anti-corruption principle during last three years reckoned from date of bid submission.

(Here give particulars of previous transgressions, blacklisting or holiday listing and /or inquiry and in the absence thereof state “NIL”)

It is 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. _____

Annexure – VIII:

Policy for providing preference to
Domestically Manufactured Iron & Steel
Products (DMI & SP)



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-अ.-01042025-262208
CG-DL-E-01042025-262208

असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 174]

नई दिल्ली, मंगलवार, अप्रैल 1, 2025/चैत्र 11, 1947

No. 174]

NEW DELHI, TUESDAY, APRIL 1, 2025/CHAITRA 11, 1947

इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 1 अप्रैल, 2025

सा.का.नि. 213(अ).— घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने वाली पूर्ववर्ती निति का अधिक्रमण करते हुए सरकारी अधिप्राप्ति में घरेलू रूप में विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने हेतु संशोधित घरेलू रूप में विनिर्मित लौह एवं इस्पात उत्पाद नीति- 2025 को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है।

सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2025

1. पृष्ठभूमि

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित, परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों तथा परिशिष्ट ख में अधिसूचित लौह एवं इस्पात उत्पादों के विनिर्माण हेतु पूंजीगत माल पर लागू होती है। यह नीति वाणिज्यिक पुनर्विक्रय के उद्देश्य अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

2. परिभाषाएं

- 2.1 बोलीदाता लौह एवं इस्पात का कोई घरेलू/विदेशी विनिर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित परियोजनाओं में बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।
- 2.2 घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआईएंडएसपी) वे लौह एवं इस्पात उत्पाद हैं जिनका विनिर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एसईजैड) शामिल हैं।
- 2.3 घरेलू विनिर्माता खंड 7 में दिशा निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम के अनुसार 'विनिर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक विनिर्माता है।
- 2.4 इस नीति के प्रयोजन से सरकार का तात्पर्य भारत सरकार से है।
- 2.5 सरकारी एजेंसियों में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 एमओएस का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 निवल बिक्री मूल्य इन्वाइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 अर्ध-तैयार इस्पात (सेमी-फिनिशड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूमस और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 तैयार इस्पात (फिनिशड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।
- 2.10 एल1 का तात्पर्य निविदा अथवा अन्य अधिप्राप्ति अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य अधिप्राप्ति अनुरोधों में प्राप्त न्यूनतम निविदा अथवा न्यूनतम बोली अथवा न्यूनतम भाव से होगा।
- 2.11 खरीद वरीयता के मार्जिन का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए होगा।
- 2.12 'मेल्ट एंड पोर' को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात का निर्माण करने वाले फर्नेस में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। जिस स्थान पर यह प्रक्रिया होती है उसे मेल्ट एंड पोर का उद्गम स्थल (सीओएम) कहा जाता है। सीओएम वह मूल स्थान है जहाँ कूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।
- 2.13 घरेलू मूल्य संवर्धन का अर्थ है - भारत में जोड़े गए मूल्य की राशि जो अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) में से अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य के अनुपात के रूप में वस्तु में आयातित सामग्री के मूल्य (सभी सीमा शुल्कों सहित) को घटाकर प्रतिशत में प्राप्त होगी। 'घरेलू मूल्य संवर्धन' की परिभाषा डीपीआईआईटी दिशा-निर्देशों के अनुरूप होगी और भविष्य में डीपीआईआईटी द्वारा किसी भी बदलाव के मामले में इसे उपयुक्त रूप से संशोधित किया जाएगा। इस नीति दस्तावेज के उद्देश्य के लिए, घरेलू मूल्य संवर्धन और स्थानीय सामग्री का परस्पर उपयोग किया गया है।

% घरेलू मूल्य संवर्धन =

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य (शुद्ध घरेलू
अप्रत्यक्ष करों को छोड़कर) – वस्तु में आयातित सामग्री का मूल्य
(सभी सीमा शुल्कों सहित)}

----- X 100%

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

3. अपवर्जन

- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी अधिप्राप्ति के लिये निम्नलिखित शर्तों के अध्यक्षीन छूट प्रदान की जा सकती है।
- 3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
- 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
- 3.2 छूट संबंधी अनुरोध लौह एवं इस्पात उत्पादों की घरेलू स्तर पर अनुपलब्धता के पर्याप्त प्रमाण के साथ स्थायी समिति के समक्ष प्रस्तुत किए जाएंगे।

4. स्थायी समिति

- 4.1 सचिव (इस्पात) की अध्यक्षता में एक स्थायी समिति नीति के कार्यान्वयन को देखेगी।
- 4.2. इस समिति में उद्योग/ उद्योग संघ/ सरकारी संस्था अथवा निकाय/ इस्पात मंत्रालय (एमओएस) से लिए गए विशेषज्ञ शामिल होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :
- 4.2.1 इस नीति के कार्यान्वयन की निगरानी करना।
- 4.2.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और 'घरेलू मूल्य वर्धन' की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित करना।
- 4.2.3 पैरा 3 के अनुसार प्रापण एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।
- 4.2.4 इस नीति के कार्यान्वयन से संबंधित शिकायतों की प्रारंभिक जांच के लिए एक शिकायत निवारण समिति का गठन करना।
- 4.2.5 अधिप्राप्ति एजेंसी द्वारा इस नीति का अनुपालन न किए जाने की स्थिति में संबंधित मंत्रालयों/विभागों को उचित कार्रवाई के लिए निर्देश जारी करना और सलाह देना।
- 4.3 जहां भी प्रापण इकाई इस निष्कर्ष पर पहुंचती है कि उपलब्ध बोलीदाता/विनिर्माता द्वारा अनुचित रूप से उच्च मूल्य निर्धारित किया गया है, तो मामले को स्थायी समिति को भेजा जा सकता है। ऐसे मामलों में, प्रापण इकाई को अपने मामले को पूर्ण और विस्तृत दस्तावेजों के साथ प्रमाणित करना होगा।
- 4.4 बोली दस्तावेज में विदेशी प्रमाणन/अनुचित तकनीकी विनिर्देश निर्दिष्ट करना स्थानीय आपूर्तिकर्ताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण व्यवहार है। यदि भारतीय मानकों की अनुपलब्धता और/या किसी अन्य कारण से विदेशी प्रमाणन निर्धारित करना आवश्यक है, तो ऐसा समिति की लिखित स्वीकृति के बाद ही किया जाएगा।

5. प्रयोज्यता

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/अंशतः वित्तपोषित किया जाता है।

5.2 यह नीति सार्वजनिक क्षेत्रों के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/इकाइयों पर लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत मालों (परिशिष्ट-ख) की अधिप्राप्ति के लिए लागू है, न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से।

5.3 यह नीति उन परियोजनाओं और गैर-परियोजनाओं पर लागू होगी, जहाँ किसी संविदा में लौह एवं इस्पात उत्पादों (परिशिष्ट-क) का कुल अधिप्राप्ति मूल्य मदवार आधार पर 5 लाख रुपये से अधिक है।

5.4 लौह एवं इस्पात उत्पादों की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईएंडएसपी नीति का परिशिष्ट-क)। लौह एवं इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु. तक हो, (डीएमआईएंडएसपी नीति के परिशिष्ट-ख) के लिए पूंजीगत माल की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी।

5.5 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/अथवा अन्य आवश्यकता को पूरा करने के लिए को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पातों की अधिप्राप्ति पर लागू है।

6. अधिप्राप्ति के लिए निविदा प्रक्रिया

6.1 प्रापण एजेंसियां डीएमआईएंडएसपी नीति का पालन करते समय वित्त मंत्रालय और सीवीसी के अनुदेशों के अनुसार मानक अधिप्राप्ति संबंधी प्रक्रियाओं का पालन करेगी।

6.2 माल की अधिप्राप्ति के साथ-साथ ईपीसी संविदाओं के लिए निविदा दस्तावेज में परिशिष्ट क और परिशिष्ट ख में उल्लिखित आवश्यकताओं के अनुपालन के लिए योग्यता मानदंड को स्पष्ट रूप से रेखांकित किया जाना चाहिए।

6.3 परिशिष्ट-क और परिशिष्ट-ख के तहत आने वाले उत्पादों के घरेलू विनिर्माताओं को बोली लगाते समय नीति में निर्धारित फॉर्म-1 के अनुसार स्थानीय सामग्री का स्व-प्रमाणन करना होगा।

6.4 वे बोलीदाता जो परिशिष्ट-क के अंतर्गत आने वाले लौह एवं इस्पात उत्पादों के घरेलू विनिर्माताओं के विक्रय एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति घर हैं, वे नीति के अंतर्गत घरेलू विनिर्माताओं की ओर से स्व-प्रमाणन के साथ बोली लगाने के लिए पात्र हैं, बशर्ते कि बोलीदाता डिलीवरी के समय घरेलू विनिर्माता द्वारा जारी किया गया प्राधिकरण प्रमाणपत्र प्रस्तुत करें।

6.5 डीएमआईएंडएसपी नीति के परिशिष्ट ख के अंतर्गत आने वाले उत्पादों के लिए बोलीदाता को कंपनी के सांविधिक लेखापरीक्षक या लागत लेखापरीक्षक (कंपनियों के मामले में) या किसी व्यवसायिक लागत लेखाकार या व्यवसायिक चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणीकरण प्रस्तुत करना होगा, जिसमें यह घोषित किया जाएगा कि लौह एवं इस्पात उद्योग में उपयोग किए जाने वाले पूंजीगत माल निर्धारित घरेलू मूल्य संवर्धन के अनुसार घरेलू स्तर पर विनिर्मित किए गए हैं।

6.6 यदि किसी वस्तु के भारतीय आपूर्तिकर्ताओं को किसी विदेशी सरकार द्वारा अधिप्राप्ति में भाग लेने और/या प्रतिस्पर्धा करने की अनुमति नहीं है, क्योंकि निविदा की कुछ प्रतिबंधात्मक शर्तें हैं, जिनका प्रत्यक्ष या अप्रत्यक्ष रूप से भारतीय कंपनियों पर प्रतिबंध है, जैसे अधिप्राप्ति करने वाले देश में पंजीकरण, अधिप्राप्ति करने वाले देश में विशिष्ट मूल्य की परियोजनाओं का निष्पादन आदि, तो वे उचित पारस्परिक प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएंगे।

6.7 इस्पात मंत्रालय द्वारा उन देशों की संस्थाओं की पहचान की गई है जो भारतीय कंपनियों को इस्पात मंत्रालय से संबंधित किसी भी वस्तु के लिए अपनी सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं देते हैं, उन्हें इस्पात मंत्रालय से संबंधित सभी वस्तुओं के लिए भारत में सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं दी जाएगी, सिवाय इस्पात मंत्रालय द्वारा प्रकाशित उन वस्तुओं की सूची के जो उन्हें भाग लेने की अनुमति देती हैं।

6.8 उपरोक्त अनुबंध जैम पोर्टल सहित केन्द्र सरकार की प्रापण संस्थाओं द्वारा आमंत्रित सभी निविदाओं का हिस्सा होगी।

6.9 यदि बोली दस्तावेजों में घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तें शामिल की जाती हैं, तो अधिप्राप्ति करने वाले प्रशासनिक विभाग (इसके प्रशासनिक नियंत्रण के तहत किसी भी इकाई द्वारा अधिप्राप्ति सहित) द्वारा इसकी जिम्मेदारी तय करने के लिए जांच की जाएगी। इसके बाद, संबंधित प्रावधानों के तहत प्रापण संस्थाओं के दोषी अधिकारियों के खिलाफ प्रशासनिक या अन्यथा उचित कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआईएंडएसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

6.10 इस आदेश के उल्लंघन के लिए किसी प्रापण इकाई द्वारा प्रतिबंधित आपूर्तिकर्ता प्रतिबंध की अवधि के दौरान किसी अन्य अधिप्राप्ति करने वाली इकाई द्वारा अधिप्राप्ति के लिए इस आदेश के तहत वरीयता के लिए पात्र नहीं होगा। ऐसी अन्य प्रापण संस्थाओं के लिए प्रतिबंध उस तारीख से प्रभावी होगा जिस दिन यह अन्य अधिप्राप्ति करने वाली संस्थाओं के ध्यान में आता है।

6.11 यदि, इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोलीदाता से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करें।

6.12 निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोलीदाता के द्वारा गलत घोषणा किए जाने की स्थिति में प्रापण एजेंसी शास्ती को स्पष्ट रूप से परिभाषित करेगी। इस शास्ती में ऐसे विनिर्माता/ सेवा प्रदाता आदि की ईएमडी को जब्त करना, अन्य वित्तीय शास्ती लगाना और उसे ब्लेकलिस्ट किया जाना शामिल हो सकता है।

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

7.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।

7.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की निगरानी करने के लिए नोडल मंत्रालय होगा।

7.3 डीएमआईएंडएसपी नीति के अंतर्गत सभी एजेंसियां तिमाही आधार पर घोषणा पत्र भेजेगी जिसमें पिछले वित्तीय वर्ष के दौरान इस नीति के अनुपालन की सीमा और उसके अनुपालन न किए जाने के कारणों को दर्शाया जायेगा।

परिशिष्ट-क

क्र.सं.	लौह एवं इस्पात उत्पाद	एचएस कोड	स्थिति
1	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोलड उत्पाद, हॉट रोलड, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	मेल्ट एंड पोर
2	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल उत्पाद, कोल्ड रोलड (रिड्यूज्ड किया हुआ), नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	मेल्ट एंड पोर
3	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	मेल्ट एंड पोर
4	600 मि.मी. से कम की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	मेल्ट एंड पोर
5	600 मि.मी. कम की चौड़ाई का लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	मेल्ट एंड पोर
6	लौह एवं गैर-मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट रोलड	7213	मेल्ट एंड पोर
7	लौह अथवा गैर-मिश्रधातु इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोलड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	मेल्ट एंड पोर
8	लौह अथवा गैर-मिश्रधातु इस्पात का अन्य बार्स एंड रॉड्स	7215	मेल्ट एंड पोर
9	लौह अथवा गैर-मिश्रधातु इस्पात का एंगल, शेप और सेक्शनस	7216	मेल्ट एंड पोर
10	लौह अथवा गैर-मिश्रधातु इस्पात की वायर	7217	मेल्ट एंड पोर
11	600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोलड इस्पात	7219	मेल्ट एंड पोर
12	600 मि.मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोलड इस्पात	7220	मेल्ट एंड पोर
13	स्टेनलैस स्टील के अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शनस	7222	मेल्ट एंड पोर
14	अन्य मिश्रधातु इस्पात के तार	7229	मेल्ट एंड पोर
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	मेल्ट एंड पोर
16	कास्ट लौह के ट्यूब, पाइप और हॉलो पाइप	7303	मेल्ट एंड पोर
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ट्यूब पाइप और हॉलो प्रोफाइल, सीमलैस	7304	मेल्ट एंड पोर
18	लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान	7305	मेल्ट एंड पोर

	रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो		
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	मेल्ट एंड पोर
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	मेल्ट एंड पोर
21	स्टेनलैस स्टील का अनियमित रूप से बूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील की वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्र धातु इस्पात का फ्लैट-रोल्ड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से बूंड क्वाइल में बार्स और रोड, हॉट रोल्ड	7227	मेल्ट एंड पोर
26	अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रिल बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	मेल्ट एंड पोर
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	मेल्ट एंड पोर
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	मेल्ट एंड पोर
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	मेल्ट एंड पोर
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलद्रवी गैस के लिए कन्टेनर	7311	मेल्ट एंड पोर
32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	मेल्ट एंड पोर
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बावर्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लैट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	7313	मेल्ट एंड पोर

34	लौह अथवा इस्पात वायर का ड्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु	7314	मेल्ट एंड पोर
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	मेल्ट एंड पोर
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	मेल्ट एंड पोर
37	लौह एवं इस्पात की वस्तुएं	7317	मेल्ट एंड पोर
38	लौह एवं इस्पात की वस्तुएं	7318	मेल्ट एंड पोर
39	लौह एवं इस्पात की वस्तुएं	7319	मेल्ट एंड पोर
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	मेल्ट एंड पोर
41	लौह अथवा इस्पात का स्टोक्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट बॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	मेल्ट एंड पोर
42	लौह अथवा इस्पात का सेंट्रल हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	मेल्ट एंड पोर
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	मेल्ट एंड पोर
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसके पार्ट्स	7324	मेल्ट एंड पोर
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	मेल्ट एंड पोर
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	मेल्ट एंड पोर
47	रेलवे अथवा ट्रामवे पैसेंजर कोच जो स्व-चालित नहीं है	8605	मेल्ट एंड पोर
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	मेल्ट एंड पोर
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ज्ड किया हुआ पहिया और उसका हिस्सा	8607	मेल्ट एंड पोर

परिशिष्ट ख

लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

क्र. सं.	संयंत्र शॉप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चे माल की रख-रखाव प्रणाली	पाउडर्ड मैटेरियल के लिए एप्रोन फीडर, बैरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टेंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन ऐयर कंडीशनिंग, फ्यूड कप्लिंग, फोर्क लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/ पैडल फीडर, न्यूमेटिक दुलाई - डेस एवं लीन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/ फ्लड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिप्लर्स, ट्रांसफर कार, टॉग्स (स्पेशल), वाइब्रेशन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्लर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रीयल क्रशर्स, ग्राइन्डिंग मिल, कनवेंशनल स्क्रीन, स्लरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%
3	कोक ओवन	कोक ओवन सिलिका रिफेक्टरी, एन्करेज सिस्टम, ब्रांच पाईप के साथ वेस्ट गैस वाल्व, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, वाल्व बॉक्स, ए पी लिड, चार्जिंग और इंस्पेक्शन होल लिड एंड फ्रेम रिवर्सिंग मेकेनिज्म, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्किप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/ रिवर्सिंग कॉक्स, लेवल II ऑटोमेशन, ओवन मशीन	50%
4	उपोत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टेटिक टार प्रेसिपिटेटर, एच2एस, एनएच3 और नैथिलिन स्कंबर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिक्व पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिक्लेंसर्स	50%
5	सिंटर संयंत्र उपस्कर	पेलेट कार, ड्राइव/ डिस्चार्ज एंड स्प्रोकेट एसेम्बली कवर्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और ग्रिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, सिन्टर मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपस्कर	पेलेट कार, ड्राइव/ डिस्चार्ज एंड स्प्रोकेट एसेम्बली, कवर्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, इनडूरेटिंग मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला	50%

		मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	
7	ब्लास्ट फर्नेस उपस्कर	ब्लीडर वाल के साथ बेल रहित टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस क्लिलिंग प्लांट प्रणाली, इसके बाइस-पास वाल सहित टॉप रिकवरी ट्रबाइन सिस्टम, डि-ब्रिकिंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइन्डिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक एसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एब्व बर्डन प्रोब्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हर्थ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन संयंत्र उपस्कर	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिडर्स, ट्रबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, सीओ ₂ रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपस्कर	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गर्निंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सस्पेंशन प्रणाली, ट्रनिअन बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लर्पिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोविंग/बोटम स्टीरिंग के लिए वाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस साफ्टवेयर/ हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, हॉट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लेग पोट, स्लग पोट ट्रांसफर कार, स्क्रैप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकर के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी डस्टिंग सक्शन हूड, टीमिंग/ एच एम, लेडल रिलाइनिंग स्टेंड, स्टेंड कूलिंग स्टेक इन्स्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिगेशन सिस्टम, स्क्रबिंग टोवर सेल – वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल प्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, वेग ब्रिज, स्लग रिटेनिंग उपकरण शामिल हैं।	50%
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फ्रनेस लोवर सेल, अपर सेल और रूफ, टिल्टिंग प्लेटफार्म, फ्रनेस गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोल रेगुलेशन प्रणाली, , हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल । एंड ॥ आटोमेशन सिस्टम के पार्ट्स। एल एफ – वाटर कूलड लेडल रूफ, इलेक्ट्रोड मास्ट	50%

		<p>एंड आमर्स, इलेक्ट्रोड रेगुलेटिंग सिस्टम, वायर फिडिंग सिस्टम, बोटम इनर्ट गैस स्टिरिंग वाल सिस्टम पोरस प्लग और टॉप लांस के लिए, इमरजेंसी लांस प्रणाली, ड्राइव यूनिट के साथ लांस कैरिज सिस्टम, स्वचालित तापक्रम, सैंपलिंग और बाथ लेबल/ ओ2 मेजरमेंट, टेम्पेचर और आक्सीजन इमर्जन लॉस, ड्राइव यूनिट के साथ लांस कैरिज सिस्टम, हाइड्रोलिक सिस्टम, रिफैक्ट्री, लेडल रूफ डेल्टा पोर्शन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, वेक्यूम वेसेल, वेसेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिंग सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/ स्टेशन, इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टेरिंग वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफैक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ लिफ्टिंग सिलेंडर, लूत्रिकेशन प्रणाली, सक्शन हूड, डम्पर, वाइब्रो फीडर, वेइंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिलिंग स्टेड, क्रेन, होइस्ट, टेम्प्रेचर और सेम्पलिंग टिप्स, लेडल स्टेड, ई एस पी, डिडकिंटिंग हूड, रिफैक्ट्री, बेग फिल्टर, क्रेन इत्यादि।</p>	
11	कन्टिन्यूयस कास्टिंग उपस्कर	<p>लेडल टरेट, लेडल कवर मेनिपुलेटर, लेडल श्राउड मेनिपुलेटर, टनडिस कार, कंटिन्यूअस टनडिस टेम्पेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रॉड मैकेनिज्म, इमरजेंसी कट-ऑफ गेट, मोल्ड एसेम्बली, नोजल क्लिक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्राल एंड स्ट्रेटिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेबरेर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफैक्ट्रीज, स्ट्रेड गॉडे सेगमेंट, टनडिश, लाडले कवर, रोलर टेबल एंड आक्सीलिरीज, माल्ड एंड सेगमेंट मेनटेनेंस इक्यूपमेंट टनडिस मेनटेनेंस इक्यूपमेंट, ई एम बी आर सिस्टम</p>	50%
12	फ्लेट प्रोडक्ट मिल	<p>लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, एंड स्पिंडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/ टेनशन रिल/ अनक्वाइलर, ए जी सी सिलंडर, शेयर्स, लेवेलेर्स, लाजेर वेल्डर, पेकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, गियर बॉक्स, मिल मोटर्स</p>	50%
13	लॉग प्रोडक्ट मिल	<p>मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्लस; रोलर टेबल, कॉयलर / टेंशन रिल / अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कान्टेक्ट गॉज/ प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर</p>	50%

*परिशिष्ट ख में उल्लिखित मदें इस्पात विनिर्माण के लिए पूंजीगत माल की एक सांकेतिक सूची है, यह सूची विस्तृत नहीं है। इस्पात विनिर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम घरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद वरीयता के लिए विचार किया जायेगा।

प्रपत्र- 1

लौह एवं इस्पात उत्पादों/ पूंजीगत माल में घरेलू मूल्यवर्धन के संबंध में 100/- रुपए मूल्य के स्टाम्प पेपर पर दिए जाने के लिए स्व-प्रमाणन शपथ-पत्र हेतु प्रारूप

तारीख:

में _____ सुपुत्र, सुपुत्री, पत्नी, _____, निवासी
_____ एतद्वारा निष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ:

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

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

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

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

कि मैंने अधिसूचना संख्या _____ जिसमें सरकारी अधिप्राप्ति में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता दी गई है, में संदर्भित सभी शर्तों का पालन किया है और यह कि प्रापण एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ईएमडी को जब्त करे। यह भी वचन देता हूँ कि मैं आकलन की लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी शास्ति राशि का भुगतान करूंगा।

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

- i. बोलीदाता का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तारीख जब यह प्रमाण पत्र जारी किया गया है।
- iii. लौह एवं इस्पात उत्पाद जिसके लिए यह प्रमाण पत्र प्रस्तुत किया गया है।
- iv. प्रापण एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया गया है।
- v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के थ्रेशोल्ड वेल्यू को पूरा करता है।
- vi. विनिर्माता(ओं) इकाई का नाम और संपर्क विवरण
- vii. लौह एवं इस्पात उत्पादों की निवल बिक्री कीमत
- viii. संयंत्र तक भाड़ा, बीमा और रखरखाव
- ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।

- x. घरेलू स्तर पर इनपुट इस्पात की सूची और कुल लागत
- xi. यदि इनपुट इन हाऊस नहीं हो, तो कृपया आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।
- xii. आयात किये गये इनपुट इस्पात के लिए, सीआईएफ मूल्य के ब्रेक-अप के साथ भारतीय पोर्ट पर लैंडेड कोस्ट, शुल्क एवं कर, पोर्ट हैंडलिंग संबंधी शुल्क और अंतर्देशीय भाड़े की लागत का ब्यौरा।

(इकाई/ कंपनी का नाम) के लिए और की ओर से
अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

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

[फा. सं. 8(2)/2023-आई डी- I]

संजय राँय, संयुक्त सचिव

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 1st April, 2025

G.S.R. 213(E).—In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 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- REVISED, 2025

1. Background

- 1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2. The policy applies to iron & steel products notified in Appendix A and capital goods for manufacturing iron & steel products notified in Appendix B, produced in compliance with prescribed quality standards, as applicable. This policy shall not apply to the 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** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).
- 2.3. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and the definition of 'manufacturer' as per the 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 of India.
- 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, billets, blooms, and slabs, which can be subsequently processed into 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 the case of DMI&SP policy, the margin of purchase preference shall be for items in Appendix B.
- 2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.
- 2.13. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT 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.

% Domestic value addition =

$$\frac{\{\text{Total value of the item to be procured (excluding net domestic indirect taxes) – The value of imported content in the item (including all customs duties)}\}}{\text{Total value of the item to be procured}} \times 100\%$$

3. Exclusions

- 3.1. Waivers may 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.
- 3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. Standing Committee

- 4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.
- 4.2. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:
- 4.2.1. Monitor the implementation of the policy.
- 4.2.2. Review and notify the list of Iron & Steel products and the 'Domestic Value Addition' requirement criteria as mentioned in Appendix A and Appendix B.

- 4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per Para 3.
- 4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.
- 4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.
- 4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.
- 4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of the Committee.

5. Applicability

- 5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the 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, come within the purview of this Policy if that project/scheme is fully/partly funded by the Government of India.
- 5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products, not with a view to commercial resale.
- 5.3. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemised basis.
- 5.4. No Global Tender Enquiry (GTE) shall be invited for tenders related to the 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 the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.
- 5.5. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.

6. Tender procedure for procurement

- 6.1. Procuring agencies shall follow standard procurement procedures, in accordance with instructions of the Ministry of Finance and CVC while adhering to DMI&SP policy.
- 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 the requirement as mentioned in Appendix A and Appendix B.
- 6.3. Domestic manufacturers of products under Appendix-A and Appendix-B shall self-certify the local content as per form-1 placed in the policy, at the time of bidding.
- 6.4. Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorisation certificate issued by the domestic manufacturer at the time of delivery.
- 6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

- 6.6. If Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to the procuring entities for appropriate reciprocal action.
- 6.7. Entities of countries that have been identified by the Ministry of Steel as not allowing Indian companies to participate in their Government procurement for any item related to the Ministry of Steel shall not be allowed to participate in Government procurement in India for all items related to Ministry of Steel, except for the list of items published by Ministry of Steel permitting their participation.
- 6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.
- 6.9. In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP policy.
- 6.10. A supplier debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- 6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into 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.
- 6.12. Procuring agency shall define the penalties, in case of a 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 etc., in terms of extant rules.

7. Implementation monitoring by the Ministry of Steel

- 7.1. The policy provisions shall be applicable for 5 years from the date of publication and may further be extended at the discretion of the Ministry of Steel.
- 7.2. MoS shall be the nodal ministry to monitor the implementation of the policy.
- 7.3. Agencies covered under DMI&SP policy shall send declaration on a quarterly basis indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

Appendix-A

Sl. No	Iron & Steel Products	HS code	Condition
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	Melt & Pour
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	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
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	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour
15	Rails, railway or tramway track construction material of iron or steel	7302	Melt & Pour
16	Tubes, pipes and hollow profiles, of cast iron	7303	Melt & Pour
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	Melt & Pour
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	Melt & Pour
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	Melt & Pour
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	Melt & Pour
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
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 non alloy steel	7228	Melt & Pour
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	Melt & Pour
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	Melt & Pour
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	7309	Melt & Pour

	whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment		
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 300L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	Melt & Pour
31	Containers for compressed or liquefied gas, of iron or steel	7311	Melt & Pour
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	Melt & Pour
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	Melt & Pour
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	Melt & Pour
35	Chain and parts thereof, of iron or steel	7315	Melt & Pour
36	Anchors, grapnels and parts thereof, of iron or steel	7316	Melt & Pour
37	Articles of iron and steel	7317	Melt & Pour
38	Articles of iron and steel	7318	Melt & Pour
39	Articles of iron and steel	7319	Melt & Pour
40	Springs and leaves for springs, of iron or steel	7320	Melt & Pour
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	Melt & Pour
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	Melt & Pour
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	Melt & Pour
44	Sanitary ware and parts thereof, of iron or steel	7324	Melt & Pour
45	Other cast articles of iron or steel	7325	Melt & Pour
46	Electrical steel and other articles of iron or steel	7326	Melt & Pour
47	Railway or tramway passenger coaches, not self-propelled	8605	Melt & Pour
48	Railway or tramway goods vans and wagons, not self-propelled	8606	Melt & Pour
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	Melt & Pour

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

Sl. No.	Plant shop	Capital goods	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, forklift trucks, hydraulic motors, hydraulic system, locking-assembly (friction grip), load cells, level sensors, pipe conveyor system, plough/paddle feeder, pneumatic transportation – dense & lean phase, reclaimers, radio remote control, rail fixing arrangements(special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tippers, transfer cars, tongs (special), vibration, isolation system(spring damper), wagon tippers, wagon loaders	50%
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hirate thickeners, filters, hydro clones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H ₂ S, NH ₃ & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter Plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bellies stop system with Bleeder valve, SG Iron stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere&Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Recuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO ₂ removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module	

		i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower 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	50%
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 / un coilers, 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 in land 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.>

[F. No. 8(2)/2023-ID-I]

SANJAY ROY, Jt. Secy.