Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5886551
Dated/दिनांक : 30-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-02-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-02-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
क्रेता ईमेल/Buyer Email	con8.mpng.as@gembuyer.in
Total Quantity/कुल मात्रा	748
Item Category/मद केटेगरी	Title1 , Title2 , Title3 , Title4 , Title5 , Title6 , Title7 , Title8 , Title9 , Title10 , Title11 , Title12 , Title13 , Title14 , Title15 , Title16 , Title17 , Title18 , Title19 , Title20 , Title21 , Title22 , Title23 , Title24 , Title25
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Coated Bend
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polyurethane Coated Gloves, Nitrile Coated Hand Gloves, Reinforced concrete fence posts Bend Type-II (Cement or concrete posts), Coated Paper and Board (Art and Chromo) (V3) Conforming to IS 4658, Squeegee Washer Wiper Mopper (V2), Carbon Steel Coated Line Pipes, Laboratory Glass Adapters, Zinc Coated EDM Wire (V2), Garden Bench, Aluminium Oxide coated abrasive cloth
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• PISTOL GRIP PNEUMATIC DRILL GUNS
BOQ Title/बीओक्यू शीर्षक	Coated Bend
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Title1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	147400
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	49500
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	65900
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	25900
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	3800
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	175800
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	72700

Schedule 8 EMD Amount/ईएमडी राशि (In INR)	97200
Schedule 9 EMD Amount/ईएमडी राशि (In INR)	40700
Schedule 10 EMD Amount/ईएमडी राशि (In INR)	16400
Schedule 11 EMD Amount/ईएमडी राशि (In INR)	73000
Schedule 12 EMD Amount/ईएमडी राशि (In INR)	56700
Schedule 13 EMD Amount/ईएमडी राशि (In INR)	38900
Schedule 14 EMD Amount/ईएमडी राशि (In INR)	32400
Schedule 15 EMD Amount/ईएमडी राशि (In INR)	14100
Schedule 16 EMD Amount/ईएमडी राशि (In INR)	21000
Schedule 17 EMD Amount/ईएमडी राशि (In INR)	14400
Schedule 18 EMD Amount/ईएमडी राशि (In INR)	176000
Schedule 19 EMD Amount/ईएमडी राशि (In INR)	65300
Schedule 20 EMD Amount/ईएमडी राशि (In INR)	128500
Schedule 21 EMD Amount/ईएमडी राशि (In INR)	42200
Schedule 22 EMD Amount/ईएमडी राशि (In INR)	79200
Schedule 23 EMD Amount/ईएमडी राशि (In INR)	43600
Schedule 24 EMD Amount/ईएमडी राशि (In INR)	42900
Schedule 25 EMD Amount/ईएमडी राशि (In INR)	21100

ePBG Detail/ईपीबीजी विवरण

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

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

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

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

Beneficiary/लाभार्थी :

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

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

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	**Item/Category**	**Quantity**
Schedule 1	Title1	105
Schedule 2	Title2	45
Schedule 3	Title3	65
Schedule 4	Title4	30
Schedule 5	Title5	5
Schedule 6	Title6	85
Schedule 7	Title7	45
Schedule 8	Title8	70
Schedule 9	Title9	35
Schedule 10	Title10	15
Schedule 11	Title11	25
Schedule 12	Title12	25
Schedule 13	Title13	20
Schedule 14	Title14	20
Schedule 15	Title15	10
Schedule 16	Title16	5
Schedule 17	Title17	5
Schedule 18	Title18	40
Schedule 19	Title19	15
Schedule 20	Title20	30
Schedule 21	Title21	10
Schedule 22	Title22	18
Schedule 23	Title23	10
Schedule 24	Title24	10
Schedule 25	Title25	5

Title1

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	105	120

Title2

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	45	120

Title3

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	65	120

Title4

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	30	120

Title5

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	5	120

Title6

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	85	120

Title7

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	45	120

Title8

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	70	120

Title9

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	35	120

Title10

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	15	120

Title11

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	25	120

Title12

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	25	120

Title13

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	20	120

Title14

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	20	120

Title15

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	10	120

Title16

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	5	120

Title17

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	5	120

Title18

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	40	120

Title19

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	15	120

Title20

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	30	120

Title21

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	10	120

Title22

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	18	120

Title23

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	10	120

Title24

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	10	120

Title25

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chandana Phukan	786602,Oil India Limited, Duliajan, Assam	5	120

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % 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 (Increased quantity ÷ Original quantity) × 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. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1. Bid Security=

   Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender i.e. valid upto 30.08.2025.

   2. As per policy, Minimum Domestic Value Addition for the items is 35 %. Manufacturers / suppliers having the capability of meeting / exceeding the above domestic value addition target are only eligible to participate in the tender.

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Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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.

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

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

---Thank You/धन्यवाद---

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

Conquering Newer Horizons

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

FORWARDING LETTER & INSTRUCTION TO BIDDERS

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

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

TENDER INFORMATION SUMMARY

1A	Bid Security	:	**Applicable** Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender i.e. valid upto **30.08.2025** ***NOTE:*** **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be rejected.**
1B	Bid Security Declaration	:	Not Applicable
2	Performance Guarantee	:	**Applicable @ 5 % of Order value for PO value more than Rs. 10.00 Lakhs**
3	Integrity Pact	:	Applicable
4	MSE Purchase Preference	:	Applicable
5	PPP-MII Purchase Preference	:	Applicable
6	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Applicable
7	Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
8	Pre - despatch inspection	:	Not Applicable
9	Third party inspection (TPI)	:	Applicable – By Supplier
10	Installation & Commissioning	:	Not Applicable
11	Training	:	Not Applicable
12	Annual Maintenance Contract	:	Not Applicable
13	OIL's PR No.	:	1427489. FP-07 ***Quote this reference number for all correspondence with OIL.***

LIST OF ANNEXURES/PROFORMAS

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

ANNEXURE – I

TECHNICAL SPECIFICATION/SCOPE OF WORK/SPECIAL TERMS & CONDITIONS.

Item No.	**Short Text**	**Quantity (IN Nos)**
1	BEND, 90 DEG, 150MM NB, HSS API 5L X-46	105
2	BEND, 60 DEG, 150MM NB, HSS API 5L X-46	45
3	BEND, 45 DEG, 150MM NB, HSS API 5L X-46	65
4	BEND, 30DEG, 150MM NB, HSS API 5L X-46	30
5	BEND, 22.5DEG, 150MM NB, HSS API 5L X-46	5
6	BEND, 90DEG, 200MM NB, HSS API 5L X-46	85
7	BEND, 60DEG, 200MM NB, HSS API 5L X-46	45
8	BEND, 45DEG, 200MM NB, HSS API 5L X-46	70
9	BEND, 30DEG, 200MM NB, HSS API 5L X-46	35
10	BEND, 22.5DEG, 200MM NB, HSS API 5L X-46	15
11	BEND, 90 DEG, 250MM NB, HSS API 5L X-46	25
12	BEND, 60 DEG, 250MM NB, HSS API 5L X-46	25
13	BEND, 45 DEG, 250MM NB, HSS API 5L X-46	20
14	BEND, 30 DEG, 250MM NB, HSS API 5L X-46	20
15	BEND, 22.5DEG, 250MM NB, HSS API 5L X-46	10
16	BEND, 90 DEG, 300MM NB, HSS API 5L X-60	5
17	BEND, 45 DEG, 300MM NB, HSS API 5L X-60	5
18	BEND, 90 DEG, 350MM NB, HSS API 5L X-60	40
19	BEND, 60 DEG, 350MM NB, HSS API 5L X-60	15
20	BEND, 45 DEG, 350MM NB, HSS API 5L X-60	30
21	BEND, 30DEG, 350MM NB, HSS API 5L X-60	10
22	BEND, 90 DEG, 400MM NB, HSS API 5L X-60	18
23	BEND, 60 DEG, 400MM NB, HSS API 5L X-60	10
24	BEND, 45 DEG, 400MM NB, HSS API 5L X-60	10
25	BEND, 30DEG, 400MM NB, HSS API 5L X-60	5
	Total	**748 NOS**

AA) TECHNICAL SPECIFICATIONS

Item No.	**Short Text**	**Quantity ~~(IN Nos)~~**	**SPECIFICATIONS**
1	BEND, 90 DEG, 150MM NB, HSS API 5L X-46	105	Heat Shrinkable Sleeve coated (as per ISO-21809-3) long radius bend as per para 2.2 of code ASME B16.49 std. (latest edition) the wall thickness at the intrados should be minimum 1.045 times nominal wall thickness and wall thickness of the bend should uniformly vary from intrados to neutral axis and wall thickness at the portion between neutral axis and extrados should be minimum 0.9 times the nominal wall thickness. Bend shall be fabricated from line pipe 6" (150 mm) NB ERW/ LSAW/HSAW, grade X-46, PSL-2 as per API 5L latest edition having following specification: 1. Pipe outside diameter: 168.3 mm 2. Thickness:6.4mm 3. Test mill Pressure (Hydraulic): 140kg/sq cm 4. Deg of Bend : 90 Deg 5. W/T suitable to achieve thickness tolerances mentioned above and suitable for welding with API 5L 168.3 mm OD X46 bevel ended line pipe having wall thickness 6.4 mm, (R=6D where R is radius of bend and D is diameter of pipe)
2	BEND, 60 DEG, 150MM NB, HSS API 5L X-46	45	Same as above BUT Deg of Bend 60 Deg
3	BEND, 45 DEG, 150MM NB, HSS API 5L X-46	65	Same as above BUT Deg of Bend 45 Deg
4	BEND, 30DEG, 150MM NB, HSS API 5L X-46	30	Same as above BUT Deg of Bend 30 Deg
5	BEND, 22.5DEG, 150MM NB, HSS API 5L X-46	5	Same as above BUT Deg of Bend 22.5 Deg
6	BEND, 90DEG, 200MM NB, HSS API 5L X-46	85	Heat Shrinkable Sleeve coated (as per ISO-21809-3) long radius bend, as per para 2.2 of code ASME B16.49 std. (latest edition) the wall thickness at the intrados should be minimum 1.045 times nominal wall thickness and wall thickness of the bend should uniformly vary from intrados to neutral axis and wall thickness at the portion between neutral axis and extrados should be minimum 0.9 times the nominal wall thickness. Bend shall be fabricated from line pipe 8" (219.1 mm) NB ERW/ LSAW/HSAW, grade X-46, PSL-2 as per API 5L latest edition having following specification: 1. Pipe outside diameter: 219.1 mm 2. Thickness:6.4mm 3. Test mill Pressure (Hydraulic): 140kg/sq cm 4. Deg of Bend : 90 Deg 5. W/T suitable to achieve thickness tolerances

			mentioned above and suitable for welding with API 5L 219.1 mm OD X46 bevel ended line pipe having wall thickness 6.4 mm, (R=6D where R is radius of bend and D is diameter of pipe)
7	BEND, 60DEG, 200MM NB, HSS API 5L X-46	45	Same as above BUT Degree of Bend 60 Deg
8	BEND, 45DEG, 200MM NB, HSS API 5L X-46	70	Same as above BUT Degree of Bend 45 Deg
9	BEND, 30DEG, 200MM NB, HSS API 5L X-46	35	Same as above BUT Degree of Bend 30 Deg
10	BEND, 22.5DEG, 200MM NB, HSS API 5L X-46	15	Same as above BUT Degree of Bend 22.5 Deg
11	BEND, 90 DEG, 250MM NB, HSS API 5L X-46	25	Heat Shrinkable Sleeve coated (as per ISO-21809-3) long radius bend, as per para 2.2 of code ASME B16.49 std. (latest edition) the wall thickness at the intrados should be minimum 1.045 times nominal wall thickness and wall thickness of the bend should uniformly vary from intrados to neutral axis and wall thickness at the portion between neutral axis and extrados should be minimum 0.9 times the nominal wall thickness. Bend shall be fabricated from line pipe 10" (273.1 mm) NB ERW/ LSAW/HSAW, grade X-46, PSL-2 as per API 5L latest edition having following specification: 1. Pipe outside diameter: 273.1 mm 2. Thickness:7.1 mm 3. Test mill Pressure (Hydraulic): 140kg/sq cm 4. Deg of Bend : 90 Deg 5. W/T suitable to achieve thickness tolerances mentioned above and suitable for welding with API 5L 273.1 mm OD X46 bevel ended line pipe having wall thickness 7.1 mm, (R=6D where R is radius of bend and D is diameter of pipe)
12	BEND, 60 DEG, 250MM NB, HSS API 5L X-46	25	Same as above BUT Deg of Bend 60 Deg
13	BEND, 45 DEG, 250MM NB, HSS API 5L X-46	20	Same as above BUT Deg of Bend 45 Deg
14	BEND, 30 DEG, 250MM NB, HSS API 5L X-46	20	Same as above BUT Deg of Bend 30 Deg
15	BEND, 22.5DEG, 250MM NB, HSS API 5L X-46	10	Same as above BUT Deg of Bend 22.5 Deg

16	BEND, 90 DEG, 300MM NB, HSS API 5L X-60	5	Heat Shrinkable Sleeve coated (as per ISO-21809-3) long radius bend, 90 Deg. As per para 2.2 of code ASME B16.49 std. (latest edition) the wall thickness at the intrados should be minimum 1.045 times nominal wall thickness and wall thickness of the bend should uniformly vary from intrados to neutral axis and wall thickness at the portion between neutral axis and extrados should be minimum 0.9 times the nominal wall thickness. Bend shall be fabricated from line pipe 12" (323.9 mm) NB ERW/ LSAW/HSAW, grade X-60, PSL-2 as per API 5L latest edition having following specification: 1. Pipe outside diameter: 323.9 mm 2. Thickness:7.1 mm 3. Test mill Pressure (Hydraulic): 154kg/sq cm 4. Deg of Bend : 90 Deg 5. W/T suitable to achieve thickness tolerances mentioned above and suitable for welding with API 5L 323.9 mm OD X60 bevel ended line pipe having wall thickness 7.1 mm, (R=6D where R is radius of bend and D is diameter of pipe)
17	BEND, 45 DEG, 300MM NB, HSS API 5L X-60	5	Same as above BUT Deg of Bend 45 Deg
18	BEND, 90 DEG, 350MM NB, HSS API 5L X-60	40	Heat Shrinkable Sleeve coated (as per ISO-21809-3) long radius bend, 90 Deg. As per para 2.2of code ASME B16.49 std. (latest edition) the wall thickness at theintrados should be minimum 1.045 times nominal wall thickness and wallthickness of the bend should uniformly vary from intrados to neutralaxis and wall thickness at the portion between neutral axis and extradosshould be minimum 0.9 times the nominal wall thickness. Bend shall befabricated from line pipe 14" (350 mm) NB ERW/ LSAW/HSAW, grade X-60,PSL-2 as per API 5L latest edition having following specification:1. Pipe outside diameter: 355.6 mm 2. Thickness: 6.43. Test mill Pressure (Hydraulic): 127 kg/sq.cm4. Deg of Bend: 90 Deg5. W/T suitable to achieve thicknesstolerances mentioned above and suitable for welding with API 5L 355.6mm OD X60 bevel ended line pipe having wall thickness 6.4 mm,(R=6D where R is radius of bend and D is diameter of pipe)
19	BEND, 60 DEG, 350MM NB, HSS API 5L X-60	15	Same as above but Deg of Bend 60 Deg
20	BEND, 45 DEG, 350MM NB, HSS API 5L X-60	30	Same as above but Deg of Bend 45 Deg
21	BEND, 30DEG, 350MM NB, HSS API 5L X-60	10	Same as above but Deg of Bend 30 Deg

22	BEND, 90 DEG, 400MM NB, HSS API 5L X-60	18	Heat Shrinkable Sleeve coated (as per ISO-21809-3) long radius bend, 90 Deg. As per para 2.2 of code ASME B16.49 std. (latest edition) the wall thickness at the intrados should be minimum 1.045 times nominal wall thickness and wall thickness of the bend should uniformly vary from intrados to neutral axis and wall thickness at the portion between neutral axis and extrados should be minimum 0.9 times the nominal wall thickness. Bend shall be fabricated from line pipe 16" (400 mm) NB ERW/ LSAW/HSAW, grade X-60, PSL-2 as per API 5L latest edition having following specification: 1. Pipe outside diameter: 406.4 mm 2. Thickness: 6.4 3. Test mill Pressure (Hydraulic): 111 kg/sq.cm 4. Deg of Bend: 90 Deg 5. W/T suitable to achieve thickness tolerances mentioned above and suitable for welding with API 5L 406.4 mm OD X60 bevel ended line pipe having wall thickness 6.4 mm, (R=6D where R is radius of bend and D is diameter of pipe)
23	BEND, 60 DEG, 400MM NB, HSS API 5L X-60	10	Same as above but Deg of Bend 60 Deg
24	BEND, 45 DEG, 400MM NB, HSS API 5L X-60	10	Same as above but Deg of Bend 45 Deg
25	BEND, 30DEG, 400MM NB, HSS API 5L X-60	5	Same as above but Deg of Bend 30 Deg
	Total	748 NOS	

AB: SPECIAL TERMS AND CONDITIONS.

1.0 The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin, Local content and place of dispatch of the materials.

2.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

3.0 HSN codes of the items against of the tender are: 7306.

4.0 Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products (FORM-1) and other documents have to be submitted as per APPENDIX-A2 “POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS”.

5.0 **As per policy, Minimum Domestic Value Addition for the items is 35 %. Manufacturers / suppliers having the capability of meeting / exceeding the above domestic value addition target are only eligible to participate in the tender.**

6.0 THIRD PARTY INSPECTION (TPI):

a) Supplier 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 supplier. Supplier shall include the cost of Third Party Inspection in the GEM price schedule.

b) Third party inspection of items will be carried out by any of the TPI agencies indicated below.

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

c. The Scope of Third Party Inspection will be as above and TPI certificates shall be submitted along with material supply.

AC. GENERAL NOTES:

1.	The items shall be brand new, unused & of prime quality. Also, the party has to confirm to provide warranty that the product supplied will be free from all defects & fault in material, workmanship & manufacturing and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of receipt/commissioning. The defective materials, if any, rejected by us shall be replaced by the supplier at their own expense. The bidder must confirm the same while quoting.
~~2~~	~~Make & Model to be quoted compulsorily for the items. Bidder should forward relevant Catalogue, Drawing, and Literature (in printed form only) indicating the quoted items along with the technical bid.~~
3.	The Bidder shall submit their bid in tabular form as per Annexure – I: Technical Specification & Annexure – III: Bid Rejection Criteria above.
4.	**PAYMENT TERMS –** 100% of material cost shall be paid after receipt and acceptance.
5.	Bidder to sign and submit completely filled up Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.
6.	Bidder should categorically confirm in the technical bid to deliver the items as per delivery schedule mentioned in the tender.
7	Delivery: Materials must be delivered within delivery date mentioned in the tender. Unloading at Oil India Limited, Duliajan, Assam: 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 ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of 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.
8	In case the bidder has satisfactorily executed development order (i.e. including satisfactory inspection and Field Trial Testing) for each of similar tendered item of same or higher capacity in the past in OIL/ONGCL, then the bidder does not have to satisfy past supply experience criteria of BEC /BRC in OIL provided the specification of items matches to that of OIL.

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ANNEXURE – 1A

DETAILED SPECIFICATION, SCOPE OF WORK AND SPECIAL INSTRUCTIONS

PART – A

1.0 Precoated bends of 22.5, 30, 45, 60 & 90deg, for 150 mm NB, 200 mm NB, 250 mm NB, 300 mm NB, 350mm NB & 400 mm NB diameters.

2.0 **All the tendered items shall not be procured from same source against this tender.**

3.0 SCOPE OF WORK AND SPECIFICATIONS FOR SUPPLY OF PRECOATED BENDS

3.1 SPECIFICATIONS:

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

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

3.2 MILL INSPECTION / CERTIFICATION

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

3.3 PHYSICAL / MECHANICAL TEST:

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

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

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

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

3.4 Hydrostatic Test:

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

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

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

3.7 SPECIFICATION FOR ELECTRIC WELDED LINE PIPE FOR ONSHORE APPLICATION

Electric welding shall be performed with a minimum welder frequency of 200 kHz. The welding system shall have an integrated control in which following data as a minimum shall be monitored.

- Time
- Welding speed
- Current and Voltage
- Heat treatment temperature

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

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

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

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

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

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

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

complete the ordered quantity. Each pipe shall be measured for conformance to above requirements and all measurements shall be recorded.

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

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

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

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

4.0 THIRD PARTY INSPECTION (TPI):

a) Supplier shall appoint an OIL approved Third Party Inspection Agency (TPIA) for inspection of mother pipes and bends. The rate quoted for each item shall be inclusive of the TPIA charges. Third party inspection of items will be carried out by any of the TPI agencies indicated below.

i) M/s Lloyds.
ii) M/s Bureau Veritas
iii) M/s RITES
iv) M/s I.R.S
v) M/s DNV-GL

b) Supplier shall inform OIL at least 15 days in advance specifying the exact schedule and place of TPIA inspection so that OIL, if desires, can appoint its personnel for joint inspection along with the supplier appointed TPIA. However, inspection by OIL representative is at the discretion of OIL.

c) 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.

d) 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.

4.1 SCOPE OF THIRD PARTY INSPECTION FOR LINE PIPES:

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

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

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

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

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

(b) Finished tube inspection:

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

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

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

(d) Hydraulic testing: 10% of the tube at random will be tested by third party.
4.1.3 The Third Party Inspection is to be carried out OIL's appointed Third Party Inspection Agency only.

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

4.2 THIRD PARTY INSPECTION FOR COATINGS:

4.2.1 The Third Party Inspection is to be carried out by Third Party Inspection Agency for coatings.

4.2.2 Third Party shall carry out inspection of the coating as per para 8.6 'INSPECTION AND TEST' and quantum of inspection to be carried out by TPIA shall be as per table 4.2.2(t1) below (if applicable for HSS coated bends).
Table 4.2.2(t1)

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

4.2.3 Third party will carry out additional tests and inspections which they feel deem necessary as per DIN-30670 / ISO 21809-3 / DIN 30672 / NACE SP 303 and also issue necessary inspection certificate.

4.3 THIRD PARTY INSPECTION FOR HEAT SHRINKABLE SLEEVE (HSS) COATED BENDS.

Third Party will check , verify and certify the following for the bends before coating.

4.3.1 Test certificate of chemical, mechanical tests, heat treatment, dimensional inspection and hydrotest carried out on pipe used for fabrication of bend.

4.3.2 Certificate of non-destructive test / examination carried out on bends.

4.3.3 Records of heat treatment, if carried out for bends.

4.3.4 Dimensional tolerance of bends.

4.3.5 Third party will carried out all necessary test / inspection as per requirement of Para – 4.0

4.3.6 Third Party shall also check, verify and certify as per no 8.4, 8.5, 8.6 and 8.7 below for HSS coated bends

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

5.1 The SUPPLIER (whether they are pipe manufacturer or pipe coating applicator or supplier of the pre-coated pipes as referred to PART B, Bid rejection criteria & Bid evaluation criteria) shall be fully responsible for the custody of the pipes from the start of manufacturing until the time the coated

pipes are 'handed over' to COMPANY and/ or installed in permanent installation of the COMPANY in the case may be as per terms of the tender.

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

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

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

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

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

5.7 The lorries used for transportation shall be equipped with adequate pipe supports having as many round hollow beds as there are pipes to be placed on the bottom of the lorry bed. Total width of the supports shall be at least 5% of the pipe length and min. 2 no. support shall be provided. These supports shall be lined with a rubber protection and shall be spaced in a manner as to support equal load from the pipes. The rubber protection must be free from all nails and staples where pipes are in contact. The second layer and all following layers shall be separated from the other with adequate number of separating layers of protective material such as straw in plastic covers or mineral wool strips or equivalent, to avoid direct touch between the coated pipes. All stanchions of lorries used for transportation shall be covered by non-abrasive material like rubber belts or equivalent. Care shall be exercised to properly cover the top of the stanchions and other positions such as reinforcement of the truck body, rivets, etc. to prevent damage to the coated surface. Slings or non-metallic straps shall be used for securing loads during transportation. They shall be suitably padded at the contact points with the pipe.

5.8 Materials other than pipes and which are susceptible of deteriorating or suffering from damages especially due to humidity, exposure to high thermal excursions or other adverse weather conditions,

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

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

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

6.0 SCOPE OF WORK FOR DELIVERY OF PRE-COATED BENDS AND SPECIFICATION

The pre coated LR Bends are to be delivered at pipe yards in and around Duliajan. The pipes and bends should be carefully handled as per guidelines so that there is no damage to the coatings.

7.0 Unloading at Duliajan, Assam shall be carried out by Oil India Limited using its own resources.

8.0 SCOPE OF WORKS AND SPECIFICATION FOR FARBICATION OF LONG RADIUS BENDS, INCLUDING HEAT SHRINKABLE SLEEVE COATING OF THE BENDS,HANDLING, DESPATCH AND DELIVERY OF THE BENDS AT DESIGNATED POINTS.

8.1 SCOPE :
8.1.1 Fabrication of long radius bends as per clause 8.2 to 8.8.
8.1.2 Handling, loading, transportation to coating plant and unloading at coating plant as per Para - 5.0 PART – A.
8.1.3 External coating of the bends by using heat shrinkable sleeve coating as per Item Description
8.1.4 Handling, packing, loading, despatch and delivery of coated bends at designated points as per Para – 5.0, PART – A.
8.2 Reference has been made in this specification to the latest edition of the following codes, standards and specifications :
a) ASME B 31.8 : Gas Transmission and Distribution Piping Systems.
b) ASME B 31.4 : Pipeline Transportation Systems for Liquids
b) MSS-SP-75 : Specification for High Test Wrought Welding Fittings.

8.3 MATERIAL
8.3.1 Bends shall be fabricated from steel line pipes of specification as per SCOPE OF SUPPLY mentioned in Annexure-A and scope as per Para – 3.0, PART – A.
8.3.2 Heat treatment shall be carried out for all finished bends, Heat treatment procedure shall be such that the mechanical properties and steel microstructure of the finished bends comply with the minimum requirements specified in the applicable line pipe specification referred under clause 3.1 When TMCP and OLAC sheets and micro alloyed steels are used, specific approval of the proposed

heat treatment shall be obtained before bending process is employed. The finished product shall be evaluated for mechanical properties and micro structural stability.

8.3.3 Heat Shrinkable Sleeve: Heat shrinkable wraparound sleeve shall consist of radiation cross-linked, thermally stabilized, ultraviolet resistant semi-rigid polyolefin backing with a uniform thickness of high shear strength thermoplastic / co-polymer hot melt adhesive. The sleeve shall be supplied in pre-cut sizes to suit the pipe diameter and the requirements of overlap. The heat shrinkable wraparound sleeve shall have the required adhesive properties when applied on various commercial pre-coating materials. The specification of the Sleeve shall be HTLP80-HP. The specification for the epoxy shall be S1301M.

8.4 MANUFACTURE

8.4.1 Bends shall be manufactured by high frequency induction heating and forming method. Once the bending operation has commenced no stoppage shall be permitted until the entire bend has been completed. If bending temperature, bending rate, coolant flow rate or pressure or heat treatment temperature depart from the Purchase approved bend manufacturing procedure, then the pipe shall be discarded and another bend shall be made in its place.

8.4.2 Unless otherwise specified differently in the Purchase Order, the bevels at the ends shall be as per relevant pipe specification.

8.4.3 No repair by welding is allowed on any part of the bends.

8.4.4 Bulges, dents and flat areas shall not appear within 100 mm front end of the bend. For the remaining pat of the bend these deviations from the original contour of the pipe are permitted provided these deviations do not exceed 6.0 mm. The same shall not extend (in any direction) over a distance of more than 25% of nominal diameter of the bend.

8.4.5 All bends shall be provided with a tangent length at the ends. Tangent length shall be 300 mm or pipe outside diameter whichever is more.

8.5 TOLERANCES

The dimensions of bends shall be controlled to make sure that they are manufactured according to the tolerances indicated below in addition to the requirements of MSS-SP-75. However, the ends of finished pipe bend shall meet the dimensional tolerances of the relevant pipe specification as referred in Para – 1.1 and Para – 3.0, PART - A.

8.5.1 Bend Angle : ± 0.5 degree of specified angle
Bend Radius : ± 1% of bending nominal radius

8.5.2 The manufacturer shall measure the wall thickness of the pipe before bending along both the inside and outside radii of the bend between and including the start and stop points of the bend arc angle, at intervals approximately equal to pipe diameter or 300 mm whichever is less. The wall thickness shall be measured ultrasonically after bending at the same locations measured before bending. In addition, the wall thickness of the tangents shall also be measured. These measurements shall be taken at four equally spaced locations around the pipe circumference. The measured wall thickness shall be at least equal to:

$t_{min} = 0.95 (t_{actual} - t)$
where :
t_{actual} = Actual wall thickness of pipe
Δt = 0.35 mm for a wall thickness < 10 mm and 0.5 mm for a wall thickness > 10 mm

8.5.3 Out of roundness tolerance on the body and ends of the bend shall be as follows :

Body Measurements of the outside diameter shall be taken in the plane of the bend at locations where wrinkles are present (OD max.) and at locations where wrinkles are not present (OD min.). Out of roundness shall be considered acceptable, if the value of (ODmin – ODmin) / OD nom.) does not exceed 2.5%.

8.5.4 Off-Plane

Off-Plane of bends shall not exceed (ø/90) x 10 mm, where ø is the bend angle in degree or the tolerance limit specified in MSS-SP-75 whichever is less. The measurement shall be in accordance with MSS-SP-75.

8.6 INSPECTION & TESTS

8.6.1 The manufacturer shall perform all inspection and tests as per the requirements of this specification and MSS-SP-75 prior to transfer to the coating plant. Such inspection and tests shall be as a minimum, but not limited to the following :
8.6.1.1 Verify that the uncoated bends arrive at coating shop is in full compliance with the pipe specification as referred from Para – 8.2 to Para – 8.5.
8.6.1.2 Visual inspection.
8.6.1.3 Dimensional and tolerances check as per MSS-SP-75 and requirements of Section 4.0 of this specification.
8.6.1.4 Check heat treatment, if carried out, as required and maintain its records.
8.6.1.5 Temperature against time recorder charts for each induction heating.
8.6.1.6 A check shall be performed on each bend by passing a gauging pig consisting of two discs having a diameter equal to 95% of the nominal internal diameter of the pipe, connected rigidly together at a distance equal to 500 mm (and 300 mm for pipe size below 8" NB). Details of the gauging pig. Including its dimensions shall be approved by Purchaser.
8.6.2 Purchaser reserves the right to perform stage wise inspection and witness tests on all bends as indicated in Clause 5.1 at Manufacturer's works, prior to shipment.

8.7 TEST CERTIFICATES

The manufacturer shall submit the following certificates ;

8.7.1 Records of heat treatment, if carried out for bends.
8.7.2 Certified reports of dimensional tolerance of bends.
8.7.3 Certificates of all other tests as required in this specification.

The Certificate shall be valid only when signed by Third Party Inspection Agency. Only those bends which have been certified by Third Party Inspection Agency shall be dispatched from Manufacturer's works.

8.8 MARKING, PACKING AND SHIPMENT

8.8.1 All bends shall be marked as per MSS-SP-75.
8.8.2 Both ends of all bends shall be suitably protected to avoid any damage during transit by means of metallic or high impact plastic bevel protectors.

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

BB: **PRE-BID CONFERENCE:** Not applicable.

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ANNEXURE-II

PRICE BREAK UP

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

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

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

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

Notes:

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

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ANNEXURE - III

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

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

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)
A.1	**BRC-TECHNICAL:**	
	1.0 Bidder shall either be a Bend Manufacturer or Authorized Dealer of Bend Manufacturer. Bidder must submit authorization letter, if applicable, alongwith the Technical Bid clearly specifying their status. 2.0 All the tendered items shall NOT be procured from same source. 3.0 The items shall be delivered as per delivery date mentioned in the tender. 4.0 **Experience Criteria:** 4.1 Experience Criteria For Bend Manufacturer: The Manufacturer of offered Pipe Bends must have experience of manufacturing and successfully executing orders/contracts to Upstream, Mid stream or downstream Oil & Gas Companies or their service providers for at least 50% of each of tendered quantity of same type (as per tender specifications) Pipe Bends (Coated or Bare) during the last 5 (five) years preceding the original bid closing date of the tender (either by themselves or through their authorized dealer). Manufacturer/ Mill having such experience for supplying higher outer diameters and/or higher Grades and/or minimum wall-thickness of 6.4 mm shall also be acceptable. Documentary evidence in this regard must be submitted as per Para 4.2. Bend Mother pipes manufacturing mill must have API Spec. 5L – Product Specification Level 2 (PSL 2) certifications for the preceding five (5) years from the original bid closing date of the tender. Copies of relevant API license to use API monogram (API 5L at PSL-2) for the last 5 (Five) years shall be	

submitted along with the techno-commercial bid. The Bend manufacturing process shall comply relevant standards (ASME B16.49) including the detailed specs mentioned in the tender.

4.2 Documentary evidence to substantiate past supply experience as above should be submitted alongwith the technical bid in the form of copies of relevant Purchase Orders/Contracts placed by Upstream, Mid stream or downstream Oil & Gas Companies or their service providers together with copies of any of the following documents against each of those Orders/contracts:

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

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

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

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

5.0 **In case the Bidder is Authorized Dealer of Bend Manufacturer they** shall submit Authorization Certificate from the Bend Manufacturer to participate in the tender. Such authorization must remain valid throughout execution of the order arising out of this tender and the manufacturer must guarantee supply of offered Bends, if ordered.

5.1 Experience Criteria for Authorized Dealer of Bend Manufacturer.

5.2 The Authorized Dealer of Bend Manufacturer shall undertake to supply Bends produced by the manufacturer(s), who meets the experience requirements stipulated under para 4.1 above. Documentary evidence in this regard for Bend Manufacturer must be submitted as per para 4.2 above.

5.3 The Authorized Dealer of Bend Manufacturer must additionally have own experience of successfully executing purchase order/contract for supply of Coated Bends of minimum 25% of each of tendered quantity of any size & grade to Upstream, Mid stream or downstream Oil & Gas Companies or their service

	providers in the last 5 (Five) years preceding the original bid closing date of the tender. Documentary evidence in this regard must be submitted as per Para 4.2 above. 6.0 Documents to be submitted by bend manufacturer or Authorized Dealer of bend manufacturer. 6.1 During technical bid submission bend manufacturer or Authorized Dealer of bend manufacturer shall submit MoU with the API 5L mother pipe manufacturer for confirmation of supply of pipes to the bidder within the ranges and sizes under the tender, in the event the Order is placed on the Bidder. 6.2 During technical bid submission bend manufacturer or Authorized Dealer of bend manufacturer shall submit MoU with HSS manufacturer who has minimum 5 years of manufacturing experience for the product as required in this tender. 6.3 During technical bid submission bend manufacturer or Authorized Dealer of bend manufacturer shall also submit MoU with coating applicator. The Coating applicator shall have experience of providing HSS coating services of pipe bends for minimum 25% of total tender quantity during the last 5 years. Following documents to be submitted for the coating applicator. (i) Purchase Order / LOA AND (ii) Invoice / Completion Certificate etc. 7.0 Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide Gazette of India No 324 dated 29.05.2019 read with clarifications, if any issued by MoS on the policy shall be applicable for this tender. Bidders are required to confirm acceptance to the conditions of this policy. Bidders who comply with all the provisions specified in APPENDIX-A2 attached to this Tender Document and submit all the undertakings and documents applicable under the revised policy shall only be accepted.	
A.2	**<u>BRC - FINANCIAL</u>**	
	1.0 The bidder must have annual financial turnover from Operations of minimum **INR 3.86 Crores** in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender. *[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]* **2.0** "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.	

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

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

Note:

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

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

OR

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

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

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

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

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

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

	(iii) Corporate Guarantee **(PROFORMA - C)** on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them. Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.	
A.3	**BRC - COMMERCIAL:**	
	1.0 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected. 2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts. 3.0 Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained. 4.0 Bids containing incorrect/ false/misleading statement(s) shall be rejected. 5.0 Validity of the bid shall be minimum 90 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected. 6.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL. 7.0 Successful bidder will be required to furnish Performance Bank Guarantee @ 5 % of cost for Materials during warranty period to be submitted after receipt of PO. The Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement. The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS) 8.0 Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format (PROFORMA – G) if submitted in the form of Bank Guarantee (BG). Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document.	

	Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS) 9.0 Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS) 10.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection: i) Liquidated Damages ii) Warranty/Guarantee of material iii) Arbitration / Resolution of Dispute iv) Force Majeure v) Applicable Laws 11.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses: a) Validity of bid shorter than the validity indicated in the Tender. b) In case the party refuses to sign Integrity Pact. c) Original Bid Security not received within the stipulated date & time mentioned in the Tender. d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender. 12.0 The items of the tender are splitable, hence all the tendered items shall not be procured from same source against this tender.	

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ANNEXURE-IV

TECHNICAL & COMMERCIAL CHECKLIST

A. 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 / Bid Security Declaration as per tender requirement?	
5.1	EMD/Bid Security (Amount & Validity)	
6	EMD/Bid Security exemption certificate with Validity	
7	Whether quoted a firm delivery period as per the tender requirement?	
8	Whether confirmed to submit PBG as asked for in tender?	
9	Whether confirmed Bid Validity as per the tender requirement?	
10	Whether confirmed Payment Terms as per the tender?	
11	Whether quoted as MSE unit? If yes, whether necessary document submitted?	
12	Whether submitted Integrity Pact duly signed and sealed as per **PROFORMA – D?** *(If applicable as per the tender)*	
13	Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable. 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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MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 31st December, 2020

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

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

Ministry of Steel

ID Division

Udyog Bhawan,

New Delhi 31st December, 2020

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

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

I - Amendments: Table 1

Sl. No.	Existing Clause in DMI&SP revised, 2019	Amended Clause in DMI&SP revised, 2019
1	**Clause 1.3:** The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.	**Clause 1.3:** The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.
2	**Clause 2.13:** Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.	**Clause 2.13:** Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3	**Clause 5.1.5** The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products.	**Clause 5.1.5:** The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.
4	**Clause 5.1.6:** The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.	**Clause 5.1.6** The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.
5	**Clause 7.2:** Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.	**Clause 7.2:** Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.
6	**Clause 7.3:** It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy. **For iron and steel products** **% domestic value addition** *Net selling price of final product - landed cost of imported iron or steel at the plant---------- ---------- X 100 %* *Net selling price of final product* **For capital goods** **% domestic value addition** *Net selling price of final product - landed cost of imported iron or steel at the plant* *---------- X 100 %* *Net selling price of final product*	**Clause 7.3:** It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy. **For iron and steel products& capital goods** **% domestic value addition** *Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)* *---------- X 100 %* *Total value of the item to be procured / sold*

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

III - Additions / Insertions: Table 2

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

IV - Revised Appendix A - Exclusive for domestically manufactured products

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

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

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

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

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

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

RASIKA CHAUBE, Addl. Secy.

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Annexure - II

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 29th May, 2019

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

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

RASIKA CHAUBE, Addl. Secy.

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

1 Background

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

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

1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2 Definitions

2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.

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

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

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

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

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

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

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

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

2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

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

2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3 Exclusions

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

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

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

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

4 Standing Committee

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

4.1 Monitoring the implementation of the policy

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

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

4.4 Constitute a separate committee to carry out grievance redressal

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

5 Notifying Iron & Steel Products Procured by Government

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

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

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

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

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

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

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

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

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

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

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

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

5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.

5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.

5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.

5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.

5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.

6 Tender procedure for procurement by government and government agencies

6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.

6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)

6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.

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

6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.

6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.

6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.

6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

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

6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.

6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.

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

7 Domestic value addition requirement

7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.

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

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

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

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

For Iron and Steel products

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

For Capital Goods

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

8 Certification and audit

8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached to these guidelines.

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

8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim

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

8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.

8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.

8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

9 Sanctions

9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.

9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

10 Implementation monitoring by Ministry of Steel

10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.

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

10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

Reference to Ministry of Steel

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

Appendix A - Exclusive for domestically manufactured products

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

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

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

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

Appendix B

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

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

		conveyor system, plough/ paddle feeder, pneumatic transportation - dense &lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tipplers, wagon loaders	
2	Mineral benefaction (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps,hirate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator,H2S, NH3 & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer &Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere&Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributer, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor , Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO2 removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	50%

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O2 measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system. Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipiling stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould& segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

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

Form-1

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

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

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

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

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

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

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

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

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

ii. Date on which this certificate is issued

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

iv. Procuring agency to whom the certificate is furnished

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

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

vii. Net Selling Price of the iron & steel products

viii. Freight, insurance and handling till plant

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>

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

Annexure-I

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

भारत का राजपत्र
The Gazette of India

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इस्पात मंत्रालय

(स्थापना प्रभाग)

अधिसूचना

नई दिल्ली, 8 मई, 2017

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

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

1. पृष्ठभूमि

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

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

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

2. परिभाषा

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

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

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

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

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

i बोली लगाने वाले का नाम और विवरण

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

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

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

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

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

vi. विनिर्माता इकाई का नाम और संपर्क ब्यौरे

vii. लोहा एवं इस्पात उत्पादों की निवल बिक्री कीमत

viii. संयंत्र तक भाड़ा, बीमा और रख-रखाव

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

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

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

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

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

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत)

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

MINISTRY OF STEEL

(ESTABLISHMENT DIVISION)

NOTIFICATION

New Delhi, the 8th May, 2017

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

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

1. Background

1.1 This policy provids preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.

1.2 The policy is applicable to iron & steel products as provided in Appendix A, produced in compliance to prescribed quality standards, as applicable.

1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products for government projects and not with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2. Definition

i. **Bidder** may be a domestic/ foreign manufacturer of steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

ii. "**Domestically Manufactured Iron & Steel Products (DMI&SP)**" are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix-A.

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

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

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

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

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

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

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

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

3. Exclusions:

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

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

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

4. Standing Committee:

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

a. Monitoring the implementation of the policy

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

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

d. Constitute a separate committee to carry out Grievance redressal

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

5. Notifying Iron & Steel Products Procured by Government

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

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

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

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

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

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

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

5.4 The value addition norm shall be so calibrated that it reflects the average/ above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed as per the policy.

6. **Tender Procedure for Procurement by Government and Government Agencies**

6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while providing preference to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.

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

6.3 The bidders who are sole selling agents /authorized distributors /authorized dealers /authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

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

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

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

7 **Value addition**

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

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

a. Using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to procuring Government agency.

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

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

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

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

8 **Self-Certification**

8.1 Each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form I attached to these guidelines.

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

value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.

8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

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

8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.

8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose off the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish the bonafides of the claim.

8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

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

8.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9 Monitoring

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

9.2 Every Government Agency shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

10 Reference to Ministry of Steel

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

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

SYEDAIN ABBASI, Jt. Secy.

Appendix-A

List of Iron & Steel Products
(Refer Para 7.2)

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

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

Form-I

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

Date:

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

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

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

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

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

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

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

i Name and details of the Bidder

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

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

iv. Procuring agency to whom the certificate is furnished

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

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

vii. Net Selling Price of the iron & steel products

viii. Freight, insurance and handling till plant

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>

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

ANNEXURE – V

GENERAL CONDITIONS OF CONTRACT (GCC)

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

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

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

4.0 INTEGRITY PACT

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

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

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

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

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

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

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

5.0 MICRO AND SMALL ENTERPRISES (MSE)

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

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

Udyam Registration Number with Udyam Registration Certificate.

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

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

6.0 PREFERENCE TO MAKE IN INDIA (MII)

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

7.0 DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP):

Steel Policy notified vide Notification No. 324 dated 29.05.2019 and as amended from time to time by Ministry of Steel, Government of India is applicable against this tender. The detailed policy may be referred in Ministry's website. Also, refer **ANNEXURE – VIII** to this tender in this regard.

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

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

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

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

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

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

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

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

Explanation:

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

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

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

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or

more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

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

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

9.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

9.1.1. 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:

9.1.2. 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.

9.1.3. 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

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 3rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators.

9.1.4. 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.

9.1.5. 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.

9.1.6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

9.1.7. 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.

9.1.8. 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.

9.1.9. 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.

9.1.10. 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.

9.1.11. 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:

(i) 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
(ii) 20% of the fees on completion of pleadings
(iii) 20% of the fees on commencement of the hearing
(iv) 40% of the Fees on conclusion of hearing and before passing of final award.

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.

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

9.1.13. 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.

9.1.14. 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.

9.2. <u>ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ORGANIZATIONS):</u>

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.

9.3. 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

10.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):
(Not applicable in cases valuing less than Rs 25 lakhs)

10.1. If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the purchase order/contract or breach thereof which parties are unable to settle mutually, subject to consent of the Seller, the Purchaser at its discretion may first refer to conciliation through Outside Expert Committee (OEC) to be constituted by CMD, OIL as provided hereunder.

10.2. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

10.3. CMD, OIL shall nominate three outside Experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

10.4. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

10.5. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

10.6. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

10.7. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept

the same or may accept part of the recommendation. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

10.8. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

10.9. OIL will share all other guidelines regarding reconciliation through OEC with the supplier when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

10.10. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract / purchase order.

It is expected to conclude a case by OEC within 8-10 weeks. The place of conciliation shall be Guwahati for all purchase orders issued from the Field HQ, Duliajan and Pipeline HQ, Guwahati, whereas, New Delhi shall be the Place of Conciliation for all other Purchase Orders issued by other spheres of OIL.

Solicitation or any attempt to bring influence of any kind on either OEC Members or PURCHASER is completely prohibited in conciliation proceedings and PURCHASER reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the SELLER or its representatives.

11.0 EXCLUSIONS

Parties agree that following matters shall not be referred to conciliation or arbitration or OEC:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Seller and/or with any other person involved or connected or dealing with bid / contract / bidder / Supplier.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Supplier.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

12.0 TAX COLLECTIBLE AT SOURCE (TCS):

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

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

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

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

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

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

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

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

13.0 CONCESSIONAL GST

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

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

14.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

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

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

14.1 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).

15.0 PERFORMANCE SECURITY

Successful bidder will be required to furnish a Performance Bank Guarantee @5% of the order value with validity as mentioned in the tender document. The Performance Security 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**. 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.

15.1 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.

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

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

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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).

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

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

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

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

16.1 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.

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

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

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

16.5 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.

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

16.7 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.

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

16.9 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.

16.10 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.

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

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

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

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

17.0 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).

18.0 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.

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 TUBULARS:

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

(a) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.
(b) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries

occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

19.1 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.

20.0 UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL:

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

21.0 QUANTITY TOLERANCE FOR TUBULARS:

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

22.0 SET-OFF:

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

23.0 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.

24.0 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).

25.0 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i)M/s.Lloyds

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

27.0 <u>DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS)</u>:

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

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

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

(I) **<u>WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY</u>**:

A)	General Manager (A/P), Finance & Accounts Department Oil India Limited, Duliajan, PIN - 786602	i) Bill in original + one copy. ii) Copy of the C-Note/RR. 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.

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

27.0 FORCE MAJEURE:

27.1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

27.2. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER.

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

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

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

28.0 SIGNING OF BIDS:

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

29.0 BIDDERS FINANCIAL STANDING:

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

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PROFORMA – A

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

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

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

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

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

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

*****

PROFORMA – B

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:
Date:

Seal:

Membership No.:
Registration Code:

Signature:

Applicable for Global Tenders.

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

****

PROFORMA – C

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

DEED OF GUARANTEE

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

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

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

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

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

****

PROFORMA – D

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

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

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

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

TUHIN ROY **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)

PROFORMA – E(II)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

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

Ref. No_____
Date:_____

Tender No. _____Date:_____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

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

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

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

PROFORMA – E(III)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

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

Ref. No_____
Date:_____

Tender No. _____Date:_____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

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

OR

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

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

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

(Affix Seal of the Organization here, if applicable)

PROFORMA – F

FORMAT FOR PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall is restricted up to Rs……..
(b) This guarantee shall be valid till ……

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS……

Designation:……

Name of the Bank:…….

Address:……

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

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

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

BG issuing bank details:

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

Declaration:

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

Authorized Signature:

_____

Name:

_____

Vendor Code:

_____

Email ID:

_____

Mobile No.:

_____

Enclosure: Original bank guarantee

PROFORMA – G (A)

BID SECURITY FORM

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:

BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

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

Notwithstanding anything contained herein:

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

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

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

Date: _____
Place: _____

******

PROFORMA – G (B)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
……,
…….

Sub: ……
Tender No:…….

Dear Sir,

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

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

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

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

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

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

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

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation: Seal:

****

PROFORMA - H

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

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

Ref. No_____ Date _____

To,

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

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

Sir,

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

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

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

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

Signature of Authorised Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE – VI

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

****

ANNEXURE – VII

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

****

PROFORMA - I

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No. Date

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

Dear Sir,

Sub: OIL's Tender No. _____

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

Yours faithfully

Signature of Bidder

Name: Designation :

For & on behalf of :

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

****

PROFORMA – J

EXCEPTION / DEVIATION PROFORMA

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

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

Or

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

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

Signature of the Bidder

Name :

Seal of the company

****

PROFORMA – K

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

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____-dated _____. We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of 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. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022. The percentage of Local Content in the bid is _____ %.

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

****

PROFORMA - L

LETTER OF AUTHORITY

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

Dear Sir,

Sub: OIL's Tender No. _____

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

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

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

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

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

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Proforma – M
UNDERTAKING FOR BIDDERS FINANCIAL STANDING

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

Dear Sir,

Sub: OIL's Tender No. _____

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

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

****

Proforma – N

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

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

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Oil India Limited **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")

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

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

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