

Bid Document

Bid Details	
Bid End Date/Time	15-12-2021 14:00:00
Bid Opening Date/Time	15-12-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Oil India Limited
Organisation Name	Oil India Limited
Office Name	Oil India Limited
Total Quantity	24500
Item Category	2.7/8" API GRADE S-135 DRILL PIPE (Q3) , 5" API GRADE G-105 DRILL PIPE (Q3) , 5" API GRADE S-135 DRILL PIPE (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	5" API GRADE S-135 DRILL PIPE
Time allowed for Technical Clarifications during technical evaluation	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers

Bid Details	
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	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	HDFC Bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	21

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

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

GM- MATERIALS (HOD)

Note: OIL has made arrangement for online confirmation of Bank Guarantee through SFMS Platform with HDFC Bank, Duliajan Branch. Therefore, bidders submitting Performance Security in the form of Bank Guarantee must route the BG through SFMS platform as per following details - a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details: (i) MT 760 / MT 760 COV for issuance of Bank Guarantee (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code - HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN - 786602. b. 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. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank in India shall not be acceptable.
(G C Sarma)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

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.

4. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for

similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

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	Estimated Value	Item/Category	Quantity
Schedule 1	34825000	2.7/8" Api Grade S-135 Drill Pipe	5000
Schedule 2	77900000	5" Api Grade G-105 Drill Pipe	9500
Schedule 3	82000000	5" Api Grade S-135 Drill Pipe	10000

2.7/8" API GRADE S-135 DRILL PIPE (5000 meter)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	5000	210

5" API GRADE G-105 DRILL PIPE (9500 meter)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	9500	210

5" API GRADE S-135 DRILL PIPE (10000 meter)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	10000	210

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Technical Specification and BRC View	Technical Specification and BRC	2.7/8" API GRADE S-135 DRILL PIPE(5000),5" API GRADE G-105 DRILL PIPE(9500),5" API GRADE S-135 DRILL PIPE(10000)
2	DMISP View	DMISP	2.7/8" API GRADE S-135 DRILL PIPE(5000),5" API GRADE G-105 DRILL PIPE(9500),5" API GRADE S-135 DRILL PIPE(10000)

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

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Generic

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

5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. Generic

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

Applicable Concessional rate of GST : 5%

Notification No.and date : 3/2017 dated 28/06/2017

7. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

8. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. Generic

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from

DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 165 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

10. **Scope of Supply**

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

11. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

12. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

13. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

14. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

15. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or

after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(i) Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMISP) shall be applicable against this tender. Bidders are requested to refer Annexure - VI to this tender in this regard.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---



ANNEXURE - I

TECHNICAL SPECIFICATION

AA: ITEM DETAILS & QUANTITY OF ITEMS

SL NO.	ITEM DESCRIPTION	QUANTITY
10	<u>73.02 MM (2.7/8") API GRADE S-135 DRILL PIPE</u> A. Drill Pipes (Range 2), manufactured and monogrammed as per API 5DP (PSL-2), must be 73.02 mm [2.7/8"] API Grade 'S-135' with the following specifications: (i) Nominal Size (OD): 73.02 mm [2.7/8"] (ii) Weight: 15.477 Kg/m [10.40 lbs/ft.] (iii) Wall thickness : 9.19 mm [0.362"] (iv) Internal Diameter : 54.63 mm [2.151"] (v) External Upset [EU] as per API Spec. 5DP (vi) Tool Joint OD: 111.125 mm [4.3/8"] (vii) Tool Joint ID: 41.275 mm [1.5/8"] (viii) Tong Length Pin end: Minimum 9 inches (ix) Tong Length Box end : Minimum 11 inches (x) Thread Connection: 2.7/8" SLH-90, Pin and Box, Right Hand Connection and having torsional strength of minimum 16,800 ft.-lbs and tensile strength of minimum 624,000 lbs. (xi) Tool joint box should be 18 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xii) Tool joint pin should be 35 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xiii) Drill pipe body shall be made from seamless pipe. (xiv) Drill Pipes shall be seamless with weld-on type tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2. (xv) The minimum length of the finished drill pipe joint (inclusive of the tool joint) should not be less than 9.25 meters and the maximum length of the finished drill pipe joint (inclusive of the tool joint) should not be more than 9.40 meters. B. <u>THIRD PARTY INSPECTION</u> 1) OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facilities to the Third Party Inspection Agency for smooth conduct of the inspection. 2) Scope of Third Party Inspection: i) APPLICABLE API STANDARD: API 5DP & API 7-2 ii) Broad scope of third party inspection to be as under: a) Stage Inspection at random visit basis during manufacturing. b) Kind of inspection: Review of documents, Visual inspection and as per	5,000 Mtr.

	serial number 3. iii) Review of documents shall include: a) Manufacturers QA Plan and API qualification certificate. b) General Assembly drawing. c) Production Record. d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT) e) Product Inspection report. f) Performance verification test Records as per API 5DP. iv) Visual inspection shall include: a) Overall Visual and Dimensional Inspection. b) Verify the material and components are brand new and recently manufactured. c) Verify that the item is in accordance with the PO specification and API monogrammed. d) Witness final testing / performance testing as per API 5DP certification and submission of the records. 3) Inspection by the third party shall also include the following: i. Material identification ii. Audit and endorsement of all chemical analysis and physical test reports. iii. Witness dimensional checks iv. Witness mechanical test v. Witness NDT vi. Visual inspection for imperfections vii. Longitudinal defect identification viii. Transverse defects identification ix. Wall thickness measurement x. Grade comparison xi. Joint inspection xii. End area defect identification xiii. Thread inspection xiv. Internal Plastic Coating xv. Issue of certificates	
20	<u>127.00 MM (5") API GRADE G-105 DRILL PIPE:</u> A. Drill Pipes (Range 2), manufactured and monogrammed as per API 5DP (PSL-2), must be 127.00 mm [5"] API Grade 'G-105' with the following specifications: (i) Nominal Size (OD): 127.00 mm [5"] (ii) Weight: 29.019 Kg/m [19.50 lbs/ft.] (iii) Wall thickness: 9.19 mm [0.362"] (iv) Internal Diameter: 108.61 mm [4.276"] (v) Internal-External Upset [IEU] as per API Spec. 5DP (vi) Tool Joint OD: 168.275 mm [6.5/8"] (vii) Tool Joint ID: 82.55 mm [3.1/4"] (viii) Tong Length Pin end: Minimum 10 inches (ix) Tong Length Box end: Minimum 12 inches (x) Thread Connection: NC-50 (4.1/2" API IF), Pin and Box, Right Hand Connection and having torsional strength of minimum 60,200 ft.-lbs and tensile strength of minimum 1,380,000 lbs.	9,500 Mtr.

- (xi) Tool joint box should be 18 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2".
- (xii) Tool joint pin should be 35 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2".
- (xiii) Drill pipe body shall be made from seamless pipe.
- (xiv) Drill Pipes shall be seamless with weld-on type tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2.
- (xv) The minimum length of the finished drill pipe joint (inclusive of the tool joint) should not be less than 9.30 meters and the maximum length of the finished drill pipe joint (inclusive of the tool joint) should not be more than 9.45 meters.

B. THIRD PARTY INSPECTION:

- 1) OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection.
- 2) Scope of Third Party Inspection:
 - i) APPLICABLE API STANDARD: API 5DP & API 7-2
 - ii) Broad scope of third party inspection to be as under:
 - a) Stage Inspection at random visit basis during manufacturing.
 - b) Kind of inspection: Review of documents, Visual inspection and as per serial number 3.
 - iii) Review of documents shall include:
 - a) Manufacturers QA Plan and API qualification certificate.
 - b) General Assembly drawing.
 - c) Production Record.
 - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT)
 - e) Product Inspection report.
 - f) Performance verification test Records as per API 5DP.
 - iv) Visual inspection shall include:
 - a) Overall Visual and Dimensional Inspection.
 - b) Verify the material and components are brand new and recently manufactured.
 - c) Verify that the item is in accordance with the PO specification and API monogrammed.
 - d) Witness final testing/performance testing as per API 5DP certification and submission of the records.
- 3) Inspection by the third party shall also include the following:
 - i. Material identification
 - ii. Audit and endorsement of all chemical analysis and physical test reports.
 - iii. Witness dimensional checks
 - iv. Witness mechanical test
 - v. Witness NDT
 - vi. Visual inspection for imperfections
 - vii. Longitudinal defect identification
 - viii. Transverse defects identification

	ix. Wall thickness measurement x. Grade comparison xi. Joint inspection xii. End area defect identification xiii. Thread inspection xiv. Internal Plastic Coating xv. Issue of certificates	
30	<u>127.00 MM (5") API GRADE S-135 DRILL PIPE</u> A. Drill Pipes (Range 2), manufactured and monogrammed as per API 5DP (PSL-2), must be 127.00 mm [5"] API Grade 'S-135' with the following specifications: (i) Nominal Size (OD): 127.00 mm [5"] (ii) Weight: 29.019 Kg/m [19.50 lbs/ft.] (iii) Wall thickness : 9.19 mm [0.362"] (iv) Internal Diameter : 108.61 mm [4.276"] (v) Internal-External Upset [IEU] as per API Spec. 5DP (vi) Tool Joint OD : 168.275 mm [6.5/8"] (vii) Tool Joint ID : 69.85 mm [2.3/4"] (viii) Tong Length Pin end: Minimum 10 inches (ix) Tong Length Box end : Minimum 12 inches (x) Thread Connection : NC-50 (4.1/2" API IF), Pin and Box, Right Hand Connection and having torsional strength of minimum 63,400 ft.-lbs and tensile strength of minimum 1,550,000 lbs. (xi) Tool joint box should be 18 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xii) Tool joint pin should be 35 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xiii) Drill pipe body shall be made from seamless pipe. (xiv) Drill Pipes shall be seamless with weld-on type tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2. (xv) The minimum length of the finished drill pipe joint (inclusive of the tool joint) should not be less than 9.30 meters and the maximum length of the finished drill pipe joint (inclusive of the tool joint) should not be more than 9.45 meters. B. <u>THIRD PARTY INSPECTION:</u> 1) OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. 2) Scope of Third Party Inspection: i) APPLICABLE API STANDARD: API 5DP & API 7-2 ii) Broad scope of third party inspection shall be as under: a) Stage Inspection at random visit basis during manufacturing. b) Kind of inspection: Review of documents, Visual inspection and as per serial number 3. iii) Review of documents shall include: a) Manufacturers QA Plan and API qualification certificate. b) General Assembly drawing. c) Production Record.	10,000 Mtr.

	d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT) e) Product Inspection report. f) Performance verification test Records as per API 5DP.	
	iv) Visual inspection shall include: a) Overall Visual and Dimensional Inspection. b) Verify the material and components are brand new and recently manufactured. c) Verify that the item is in accordance with the PO specification and API monogrammed. d) Witness final testing/performance testing as per API 5DP certification and submission of the records.	
	3) Inspection by the third party shall also include the following: i. Material identification ii. Audit and endorsement of all chemical analysis and physical test reports. iii. Witness dimensional checks iv. Witness mechanical test v. Witness NDT vi. Visual inspection for imperfections vii. Longitudinal defect identification viii. Transverse defects identification ix. Wall thickness measurement x. Grade comparison xi. Joint inspection xii. End area defect identification xiii. Thread inspection xiv. Internal Plastic Coating xv. Issue of certificates	

I. SPECIAL NOTES TO BIDDERS:

- 1.0 Drill pipes must be manufactured as per API Spec. 5DP latest edition (PSL-2) and must bear API monogram. A copy of valid API Spec. 5D certificate (having authorization for drill pipe body, tool joint & drill pipe assembly) of the manufacturer shall have to be submitted along with the offer.

Note (Applicable to domestic manufacturers only): *In case API 5DP, PSL-2 certificate of the manufacturer does not have authorization for manufacturing Tool Joint, the same can be outsourced to a manufacturer who has experience of minimum five (5) years in manufacturing Tool Joints under API certification 5DP at PSL-2 preceding the bid closing date of the tender. Copies of API 5DP certificates, PSL-2 of that manufacturer (having authorization for at least tool joint) for the last continuous five (5) years (i.e., without any break in between) should be submitted along with the technical bid.*

- 2.0 The drill pipes shall be brand new, unused and of prime quality. The remaining body wall thickness at any place shall be at least 95%.
- 3.0 Rotary shouldered connections of the drill pipes shall conform to the dimensions, together with the tolerances, as in API Spec 7-2. Drill pipe shall be seamless with weld on type (rotary friction welding) tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2. All rotary shouldered connections of the drill pipes shall be phosphatized.

A copy of valid API Spec. 7-1 (having authorization for threading of rotary shouldered connections) certificate and copies of API 7-1 (having authorization for threading of rotary shouldered connections) certificates of the manufacturer for the last 5 (Five) years shall have to be submitted along with the offer.

- 4.0 Drill pipes shall be supplied with pressed steel thread protector or composite type Drill Tec make closed end thread protectors at both ends. A thread compound suitable for rotary shouldered connections shall be applied over the clean threads and shoulders before protectors are installed.
- 5.0 The offer must contain any of ARNCO 100 XT / ARNCO 150XT / ARNCO 300XT, TCS 8000 or TCE Titanium type hard facing. Tool joints box of drill pipes to have 3 x 1" hard banding applied on 18 degree taper area.
- 6.0 The drill pipes are to be coated with any of TK-34P / DPC of Tuboscope / IPC-207 / TC2000P internal plastic coating and shall be applied on the drill pipes for full length except the threads giving full details of the process of application. Manufacturer to submit certificate of IPC (Internal Plastic Coating) along with the third party inspection report. Bidder to categorically confirm compliance of the same in their techno-commercial offer.
- 7.0 External coating on the drill pipes shall be done as per relevant API specification for full length. Also drill pipes shall be adequately oiled to withstand corrosion during transit.
- 8.0 Supply houses/stockists must submit a certificate of authority from the manufacturing mill along with the quotation indicating clearly their technical qualification for the offer.
- 9.0 The offer must contain detailed description of the materials giving details of size, weight, wall thickness, grade, length, type of tool joints, API standard end protectors etc. and should be complete with relevant technical catalogues, literature, drawing etc. Insufficient description will lead to rejection of the offer.
- 10.0 The mother pipes and tool joints (to be used for the manufacturing of drill pipes) shall not be older than 1(One) year on the date of receipt of the Purchase Order. Proof of date of manufacture in respect of tool joints and mother pipes must be forwarded along with supply.
- 11.0 Bidder should note that in the event of an order the API licenses for manufacturing of drill pipes along with authorization for API monogramming should be valid, without any break, till execution of purchase order. Bidder to submit valid relevant API certificate along with the supply. Bidder should categorically confirm compliance while quoting.
- 12.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 13.0 Bidder to sign and submit completely filled up and Bid Evaluation Matrix - Technical and Bid Evaluation Matrix – BRC.

II. TESTS INSPECTION/ CERTIFICATION:

The following tests shall be carried out as per API Spec. 5DP latest edition and test results thereof should be furnished to OIL along with the supply.

a) Chemical Tests:

- (i) Heat Analysis
- (ii) Product Analysis
- (iii) Recheck Product Analysis

b) Mechanical Tests:

- (i) Tensile Tests
- (ii) Mill Control Tests
- (iii) Longitudinal Impact Tests

c) Dimensional & Weight Tests:

- (i) Weight Tests
- (ii) Wall Thickness

- (iii) Drift Test
- (iv) Length Measurement
- (v) Straightness

d) **Non-Destructive Tests:**

Non-destructive tests shall be carried out as specified in API Spec. 5DP latest edition. All drill pipes shall be inspected full length for longitudinal defects by either magnetic particles inspection or by Ultrasonic or Electro Magnetic methods and on the ends of drill pipe for transverse defect by the magnetic particle method.

- e) The manufacturer shall furnish a certificate of compliance stating that the material has been manufactured, sampled, tested and inspected in accordance with API Spec. 5DP and found to meet the requirements.
- f) Threading, gauging, mechanical & tensile testing, inspection and marking of tool joints shall be done as per API spec. 5DP latest edition.

III. IDENTIFICATION MARKING:

- a) Marking is to be done on base of each tool joint pin as per API Spec. 5DP latest edition.
- b) Manufacturer's name, trademark, API monogram, size, weight, thread connection and date of manufacturer are to be paint stenciled on each outside surface of each length of drill pipe.
- c) The length of drill pipes in meters must be stenciled on each length of drill pipe.

IV. OTHER REQUIREMENTS:

- a) Bidders must clearly indicate the name of the manufacturer, the country of origin and place of dispatch of the materials.
- b) Bidders must also submit along with the technical bid, test results carried out as per API 5DP (Chemical, Mechanical, Dimensional & Weight and NDT) of at least 03 (Three) past orders.

Note: Above clause is not applicable to domestic manufacturers meeting BEC Clause 3.3.

V. WARRANTY:

The supplier shall warrant that all tubular to be supplied in event of an order, shall be free from all defects and faults in materials, workmanship and manufacture and shall be in full conformity with the specified API standards. This clause shall be valid for 18 months from date of shipment/dispatch or 12 months from date of receipt of the items, whichever is earlier. The seller at his own expense shall replace the defective materials rejected by the purchaser immediately.

VI. DOCUMENTATION:

Checklist for documentations to be forwarded to OIL immediately after shipment / dispatches separately)

Sl. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether you confirm to forward the complete Mill Test Certificates including Physical, Chemical, NDT etc. as per API Spec. 5DP [latest] for Drill Pipe duly endorsed on each and every page in original by TPI agency?	
2.0	Whether you confirm to provide complete Tally Sheet with traceability of each and every joint with respect to Mill Inspection Certificate i.e., Joint No., Length in meters, Heat No., Tool Joint heat no., Lot no. etc. duly endorsed on each and every page in original by TPI agency?	
3.0	Whether you confirm to forward the Certificate of Compliance in conformance to API Spec. 5DP [latest] and as per clause number II.e of the Special Notes?	
4.0	Whether you confirm to forward the Certificate of IPC (Internal Plastic Coating) as per clause number (I) 6.0 of the Special Notes?	

VII. THIRD PARTY INSPECTION (TPI)

- a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. **BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER.** However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.
- c) 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.
- d) 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.
- e) 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.
- f) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.
- g) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.
- h) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.
- i) 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.
- j) 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.
- k) 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.

ANNEXURE - II

BID EVALUATION/BID REJECTION CRITERIA (BEC/BRC)

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

BID REJECTION CRITERIA (BRC):

(A.1) BRC-TECHNICAL:

1.0 The offered Drill Pipes must be manufactured as per API Spec. 5DP, latest edition (PSL-2) complying with the parameters stipulated herein under technical specifications and must bear API monogram. Bidder must categorically confirm the same in their technical bid.

2.0 BIDDER'S QUALIFYING CRITERIA:

2.1 IN CASE THE BIDDER IS A MANUFACTURER:

In case the bidder is a manufacturer, it must satisfy the following and submit documentary evidences along with their technical bid in support of qualification:

- (a) The Bidder should have experience of minimum five (5) years in manufacturing Drill Pipes under API certification 5DP at PSL-2 preceding the original bid closing date of the tender. Copies of API 5DP certificates, PSL-2 (having authorization for drill pipe body, tool joint & drill pipe assembly) for the last continuous five (5) years (i.e., without any break in between) shall be submitted along with the technical bid. Technical Bids submitted without copies of valid API 5DP certificates (PSL-2) or with break in between shall be rejected. In case the renewal process of API license is in progress at the time of bid submission, the bidder must furnish copy of extension letter from API certifying that the renewal of license is under examination with API and that the manufacturer is authorized to manufacture the items as per API license and to use API monogram.
- (b) The Bidder should also possess API specification Q1 for manufacturing of Drill Stem Elements and Accessories or ISO 9001 for manufacturing Oil Country Tubular Goods as per API specification 5DP and 7-1. Valid copy of API specification Q1 or ISO 9001 should be submitted along with the technical bid, without which the offer shall be rejected.

2.2 IN CASE THE BIDDER IS NOT A MANUFACTURER:

In case the bidder is not a manufacturer, it must submit the following documentary evidences along with their technical bid, failing which the bid shall be treated as incomplete and rejected:

- (a) A valid Authorization letter and back-up warranty from the manufacturer. The Authorization letter must be duly sealed & signed by the Manufacturer on their official letter head and the status of the Bidder (whether Sole Selling Agent/Dealer/Distributor/Supply House) should be identified.
- (b) Copies of valid API 5DP (PSL-2) and API Spec. Q1/ISO 9001 certificates of the Manufacturer as called for vide para 2.1 (a) & 2.1 (b) above.

3.0 BIDDER'S EXPERIENCE CRITERIA:

3.1 IN CASE THE BIDDER IS A MANUFACTURER:

In case the bidder is a manufacturer, it must have experience of successfully executing minimum 3(three) orders/contracts for supply of Drill Pipes of tendered grade or higher and of tendered size or higher sizes to any E&P Company(ies)/Drilling Contractor(s)/Drilling Service Provider(s) during last five (5) years preceding the original Bid Closing Date of the Tender. Out of the 3(three) orders/contracts as aforesaid, the total order quantity of drill pipes against at least 1(one) order/contract should be equal to the tendered quantity or higher and at least 1(one) order/contract should have been executed successfully to a client out-side the country of the manufacturing mill.

The following documentary evidences to substantiate above experience records of the Bidder must be submitted along with the technical bid, failing which the Bid shall be treated as incomplete and rejected:

- (a) Copy each of all 3(three) Purchase orders/contracts awarded by Client(s) along with any of the following documents pertaining to these orders/contracts.
- (b) Signed & sealed completion/execution certificate against all three orders/contracts issued by Client(s)/Purchaser(s) on their official letterhead.
OR
Copy of Bill of Lading against all three orders/contracts.
OR
Copy of Consignee delivery receipts/challans against all three orders/contracts.
OR
Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules against all three orders/contracts
OR
Copy of Commercial Invoice/Payment Certificate against all three orders/contracts.

3.2 IN CASE THE BIDDER IS NOT A MANUFACTURER:

- (a) In case the bidder is not a manufacturer, their Manufacturer must meet the experience criteria set out in para 3.1 above and documentary evidences in this regard must be submitted along with the Technical Bid as per para 3.1 (a) and 3.1 (b) above.
- (b) Additionally, the Bidder itself (Sole Selling agent/ Dealer/ distributor/ Supply House) must have successful past supply experience of executing at least 1(one) purchase order/contract for supply of minimum 50% of the tendered quantity (to be rounded to next higher whole figure) of drill pipes of tendered grade or higher and of tendered size or higher sizes to E&P Company/Drilling Contractor/Drilling Service Provider during last 5(five) years preceding to the original Bid Closing Date of the Tender. Documentary evidences to this effect in line with para 3.1 (a) and 3.1 (b) above must also be submitted along with the technical Bid.

NOTE:

- 1.0 The date of purchase orders/contracts need not be within 5(five) years preceding the original bid closing date of the Tender, but execution/supply of required quantity must be within 5(five) years preceding the original bid closing date of this tender.
- 2.0 In case of extension to the scheduled Bid Closing date of this tender, if any, the Original Scheduled Bid Closing Date shall be considered for evaluation of Bids.
- 3.0 Manufacturer that has already supplied minimum 25% of the tendered quantity of drill pipes (of same or higher grade and of same or higher size) to OIL INDIA LIMITED (OIL) against a single Purchase Order, either by themselves or through their Sole Selling agent / Dealer / distributor / Supply House, during last 5(five) years preceding the original bid closing date of this tender without any adverse report on the performance shall not be required to furnish the documentary evidences as called for vide para 3.1 above, provided they categorically mention the Purchase Order No., date & quantity executed to OIL in their Technical Bid.

- 4.0 Sole Selling agent/Dealer/distributor/Supply House that has already supplied without any adverse report on the performance, minimum 25 % of the tendered quantity of drill pipes (of same or higher grade and of same or higher size) to OIL INDIA LIMITED (OIL) against a single order during last 5 (five) years preceding the original bid closing date of this tender, shall not be required to furnish the documentary evidences as called for vide para 3.2 above, provided they categorically mention the Purchase Order No., date and quantity executed to OIL in their Technical Bid.
- 5.0 Technical bid must be accompanied with a categorical undertaking from the manufacturer that they will maintain the validity of relevant API authorizations / certifications in the event of an order throughout execution, failing which OIL shall have the right to terminate the order besides resorting to other penal actions.

3.3 DOMESTIC MANUFACTURER HAVING PAST EXPERIENCE OF EXECUTING ORDER(S) TO OIL/ONGCL:

Domestic manufacturer that has satisfactorily executed at least 1(one) purchase order (whether developmental order or otherwise) either to OIL or ONGCL for similar materials (same or higher grade, same or higher sizes and of any length/quantity) during last 5(five) years prior to original bid closing date of this tender, shall also be considered as established sources for supply of the tendered item(s).

In such case, the bidder does not need to comply clause 2.1 and 3.1 above and is required to submit the following along with their techno-commercial bid:

(a) **In case the domestic manufacturer has executed successfully developmental order to OIL/ONGCL:**

- (i) A copy of valid API Spec. 5DP certificate, PSL-2 of the manufacturer (having authorization for drill pipe body, tool joint & drill pipe assembly) shall have to be submitted along with the offer.

Note: In case API 5DP, PSL-2 certificate of the manufacturer does not have authorization for manufacturing Tool Joint, the same can be outsourced to a manufacturer who has experience of minimum five (5) years in manufacturing Tool Joints under API certification 5DP at PSL-2 preceding the bid closing date of the tender. Copies of API 5DP certificates, PSL-2 of that manufacturer (having authorization for at least tool joint) for the last continuous five (5) years (i.e., without any break in between) should be submitted along with the technical bid.

- (ii) Copy of successful Field Trial Report issued by OIL in its official letter head clearly indicating the development Order No. & Date, if executed to OIL.
- (iii) Copy of Purchase Order along with successful Field Trial Report issued by ONGCL (bearing the PO No. & Date in their letter head), if executed to ONGCL.

(b) **In case the domestic manufacturer has successfully executed purchase order(s) (other than developmental order) to OIL/ONGCL:**

- (i) A copy of valid API Spec. 5DP certificate, PSL-2 of the manufacturer (having authorization for drill pipe body, tool joint & drill pipe assembly) shall have to be submitted along with the offer.

Note: In case API 5DP, PSL-2 certificate of the manufacturer does not have authorization for manufacturing Tool Joint, the same can be outsourced to a manufacturer who has experience of minimum five (5) years in manufacturing Tool Joints under API certification 5DP at PSL-2 preceding the bid closing date of the tender. Copies of API 5DP certificates, PSL-2 of that manufacturer (having authorization for at least tool joint) for the last continuous five (5) years (i.e., without any break in between) should be submitted along with the technical bid.

- (ii) If the order was executed to OIL, bidder needs to mention the Purchase Order No., date and quantity executed to OIL in their Technical Bid.

(iii) If the order was executed to ONGCL, bidder to submit the following:

- a) Copy of Purchase order(s)/contract(s) awarded by ONGCL along with any of the following documents pertaining to these orders/contracts.
- b) Signed & sealed completion/execution certificate against the order(s)/contract(s) issued by ONGCL on their official letter head.
OR
- c) Copy of Bill of Lading against the orders/contracts
OR
- d) Copy of Consignee delivery receipts/challans against the orders/contracts
OR
- e) Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules against the orders/contracts
OR
- f) Copy of Commercial Invoice/Payment Certificate against the orders/contracts.

4.0 **DELIVERY PERIOD:** Delivery to be completed within **210 days** from the date of placement of order by OIL. The date of receipt of materials at site shall be considered as the date of delivery. Bidders must categorically confirm the above in their Technical Bid.

A.2 **FINANCIAL**

1.0 The bidder shall have an annual financial turnover of minimum **INR 9,73,62,500.00** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

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.

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

Note:

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

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

OR

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

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

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

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

- (i) Turnover of the parent/ultimate parent/holding company should be in line with Para **A.2 (1.0)** above.
- (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para **A.2 (2.0)** above
- (iii) Corporate Guarantee (**PROFORMA - C**) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.

ANNEXURE - III

GENERAL NOTES TO BIDDERS

- 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 -IV: Bid Evaluation Matrix (Technical Specification)

Annexure - V: 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:

Shri Sutanu Behuria, IAS (Retd.),
e-mail ID : *sutanu2911@gmail.com*

Shri Om Prakash Singh, IPS (Retd.),
Former DGP, Uttar Pradesh
e-mail: *Ops2020@rediffmail.com*

Shri Rudhra Gangadharan, IAS (Retd.),
Ex-Secretary, Ministry of Agriculture
e-mail id : *rudhra.gangadharan@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 existing enterprises registered under EM- Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

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.

OR

Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

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/service provider of tendered item(s) and registered with the appropriate authority for the said item(s).

6.0 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC):

Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dtd. 17.11.2020 and its amendment issued from time to time. PP-LC Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the policy and take note of the following while submitting their offer.

1. Certification and Verification

Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

(i) At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

(ii) After Contract Award

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
 - However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.
2. Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
 3. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
 4. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
 5. The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

7.0 Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.

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 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**” along with the technical bid.

9.0 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.

10.0 **CONCESSIONAL GST**

Goods covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% 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.*

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

Banning Policy dated 6th January, 2017 as uploaded in OIL's website 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. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

- a) Backing out by bidder within bid validity.
- b) Backing out by successful bidder after issue of LOA/Order/Contract
- c) Non/poor performance and order/contract execution default.

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.

- 12.0 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the 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.

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		
<u>TO WHOM IT MAY CONCERN</u>		
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/Contractor"

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 and Contractor/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 and the execution of the contract 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 the 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 or the contract execution.
 - (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/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (i) The Bidder/Contractor 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 the execution of the contract.

- (ii) The Bidder/Contractor 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) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (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/Contractor 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 company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (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/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor 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 or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor 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/Contractor 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 3 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/Contractor 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 till the final completion of the contract **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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor 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 or the contract, if already awarded, can be terminated for such reason.

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

- (1) The Principal will enter into Pacts on identical terms with all bidders and contractors.
- (2) The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor 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 external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (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 Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- (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 Contractor. The parties offer to 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 / contractor 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 would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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) If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

M. B. SINGHA For the Principal Date : 18.11.2021 Place : Duliajan	 For the Bidder/Contractor Witness 1: Witness 2:
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PROFORMA – E

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of 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 have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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)

Note : This form should be returned along with offer duly signed.

ANNEXURE – IV

BID EVALUATION MATRIX (TECHNICAL SPECIFICATION)

BID EVALUATION MATRIX (TECHNICAL SPECIFICATION) (TO BE FILLED IN BY BIDDER DULY SIGNED)			
Item	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)
10	73.02 MM (2.7/8") API GRADE S-135 DRILL PIPE		
A.	Drill Pipes (Range 2), manufactured and monogrammed as per API 5DP (PSL-2), must be 73.02 mm [2.7/8"] API Grade 'S-135' with the following specifications: (i) Nominal Size (OD): 73.02 mm [2.7/8"] (ii) Weight: 15.477 Kg/m [10.40 lbs/ft.] (iii) Wall thickness : 9.19 mm [0.362"] (iv) Internal Diameter : 54.63 mm [2.151"] (v) External Upset [EU] as per API Spec. 5DP (vi) Tool Joint OD: 111.125 mm [4.3/8"] (vii) Tool Joint ID: 41.275 mm [1.5/8"] (viii) Tong Length Pin end: Minimum 9 inches (ix) Tong Length Box end : Minimum 11 inches (x) Thread Connection: 2.7/8 SLH-90, Pin and Box, Right Hand Connection and having torsional strength of minimum 16,800 ft.-lbs and tensile strength of minimum 624,000 lbs. (xi) Tool joint box should be 18 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xii) Tool joint pin should be 35 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xiii) Drill pipe body shall be made from seamless pipe. (xiv) Drill Pipes shall be seamless with weld-on type tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2. (xv) The minimum length of the finished drill pipe joint (inclusive of the tool joint) should not be less than 9.25 meters and the maximum length of the finished drill pipe joint (inclusive of the tool joint) should not be more than 9.40 meters.		

B.

THIRD PARTY INSPECTION

- 1) OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facilities to the Third Party Inspection Agency for smooth conduct of the inspection.
- 2) Scope of Third Party Inspection:
 - i) APPLICABLE API STANDARD: API 5DP & API 7-2
 - ii) Broad scope of third party inspection to be as under:
 - a) Stage Inspection at random visit basis during manufacturing.
 - b) Kind of inspection: Review of documents, Visual inspection and as per serial number 3.
 - iii) Review of documents shall include:
 - a) Manufacturers QA Plan and API qualification certificate.
 - b) General Assembly drawing.
 - c) Production Record.
 - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT)
 - e) Product Inspection report.
 - f) Performance verification test Records as per API 5DP.
 - iv) Visual inspection shall include:
 - a) Overall Visual and Dimensional Inspection.
 - b) Verify the material and components are brand new and recently manufactured.
 - c) Verify that the item is in accordance with the PO specification and API monogrammed.
 - d) Witness final testing / performance testing as per API 5DP certification and submission of the records.
- 3) Inspection by the third party shall also include the following:
 - i. Material identification
 - ii. Audit and endorsement of all chemical analysis and physical test reports.
 - iii. Witness dimensional checks
 - iv. Witness mechanical test

	v. Witness NDT vi. Visual inspection for imperfections vii. Longitudinal defect identification viii. Transverse defects identification ix. Wall thickness measurement x. Grade comparison xi. Joint inspection xii. End area defect identification xiii. Thread inspection xiv. Internal Plastic Coating xv. Issue of certificates		
20	127.00 MM (5") API GRADE G-105 DRILL PIPE		
A.	Drill Pipes (Range 2), manufactured and monogrammed as per API 5DP (PSL-2), must be 127.00 mm [5"] API Grade 'G-105' with the following specifications: (i) Nominal Size (OD): 127.00 mm [5"] (ii) Weight: 29.019 Kg/m [19.50 lbs/ft.] (iii) Wall thickness: 9.19 mm [0.362"] (iv) Internal Diameter: 108.61 mm [4.276"] (v) Internal-External Upset [IEU] as per API Spec. 5DP (vi) Tool Joint OD: 168.275 mm [6.5/8"] (vii) Tool Joint ID: 82.55 mm [3.1/4"] (viii) Tong Length Pin end: Minimum 10 inches (ix) Tong Length Box end: Minimum 12 inches (x) Thread Connection: NC-50 (4.1/2 API IF), Pin and Box, Right Hand Connection and having torsional strength of minimum 60,200 ft.-lbs and tensile strength of minimum 1,380,000 lbs. (xi) Tool joint box should be 18 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xii) Tool joint pin should be 35 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xiii) Drill pipe body shall be made from seamless pipe. (xiv) Drill Pipes shall be seamless with weld-on type tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2. (xv) The minimum length of the finished drill pipe joint (inclusive of the tool joint) should not be less than 9.30 meters and the maximum length of the finished drill pipe joint (inclusive of the tool joint) should not be more than 9.45 meters.		
B.	<u>THIRD PARTY INSPECTION:</u> 1) OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection		

Agency for smooth conduct of the inspection.

2) Scope of Third Party Inspection:

- i) APPLICABLE API STANDARD: API 5DP & API 7-2
- ii) Broad scope of third party inspection to be as under:
 - a) Stage Inspection at random visit basis during manufacturing.
 - b) Kind of inspection: Review of documents, Visual inspection and as per serial number 3.
- iii) Review of documents shall include:
 - a) Manufacturers QA Plan and API qualification certificate.
 - b) General Assembly drawing.
 - c) Production Record.
 - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT)
 - e) Product Inspection report.
 - f) Performance verification test Records as per API 5DP.
- iv) Visual inspection shall include:
 - a) Overall Visual and Dimensional Inspection.
 - b) Verify the material and components are brand new and recently manufactured.
 - c) Verify that the item is in accordance with the PO specification and API monogrammed.
 - d) Witness final testing / performance testing as per API 5DP certification and submission of the records.

3) Inspection by the third party shall also include the following:

- i. Material identification
- ii. Audit and endorsement of all chemical analysis and physical test reports.
- iii. Witness dimensional checks
- iv. Witness mechanical test
- v. Witness NDT
- vi. Visual inspection for imperfections
- vii. Longitudinal defect identification
- viii. Transverse defects identification
- ix. Wall thickness measurement

	x. Grade comparison xi. Joint inspection xii. End area defect identification xiii. Thread inspection xiv. Internal Plastic Coating xv. Issue of certificates		
30	127.00 MM (5") API GRADE S-135 DRILL PIPE		
A.	Drill Pipes (Range 2), manufactured and monogrammed as per API 5DP (PSL-2), must be 127.00 mm [5"] API Grade 'S-135' with the following specifications: (i) Nominal Size (OD): 127.00 mm [5"] (ii) Weight: 29.019 Kg/m [19.50 lbs/ft.] (iii) Wall thickness : 9.19 mm [0.362"] (iv) Internal Diameter : 108.61 mm [4.276"] (v) Internal-External Upset [IEU] as per API Spec. 5DP (vi) Tool Joint OD : 168.275 mm [6.5/8"] (vii) Tool Joint ID : 69.85 mm [2.3/4"] (viii) Tong Length Pin end: Minimum 10 inches (ix) Tong Length Box end : Minimum 12 inches (x) Thread Connection : NC-50 (4.1/2 API IF), Pin and Box, Right Hand Connection and having torsional strength of minimum 63,400 ft.-lbs and tensile strength of minimum 1,550,000 lbs. (xi) Tool joint box should be 18 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xii) Tool joint pin should be 35 degree tapered shoulder inertia / friction welded tool (rotary friction welding) joints of standard length plus 2". (xiii) Drill pipe body shall be made from seamless pipe. (xiv) Drill Pipes shall be seamless with weld-on type tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2. (xv) The minimum length of the finished drill pipe joint (inclusive of the tool joint) should not be less than 9.30 meters and the maximum length of the finished drill pipe joint (inclusive of the tool joint) should not be more than 9.45 meters.		
B.	<u>THIRD PARTY INSPECTION:</u> 1) OIL shall arrange and bear for Third Party Inspection of the materials at Bidder's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Bidder shall extend all necessary facility to the Third Party Inspection Agency for smooth conduct of the inspection. 2) Scope of Third Party Inspection: i) APPLICABLE API STANDARD: API 5DP & API 7-2		

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|--|--|--|--|
| | <ul style="list-style-type: none"> ii) Broad scope of third party inspection shall be as under: <ul style="list-style-type: none"> a) Stage Inspection at random visit basis during manufacturing. b) Kind of inspection: Review of documents, Visual inspection and as per serial number 3. iii) Review of documents shall include: <ul style="list-style-type: none"> a) Manufacturers QA Plan and API qualification certificate. b) General Assembly drawing. c) Production Record. d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment and NDT) e) Product Inspection report. f) Performance verification test Records as per API 5DP. iv) Visual inspection shall include: <ul style="list-style-type: none"> a) Overall Visual and Dimensional Inspection. b) Verify the material and components are brand new and recently manufactured. c) Verify that the item is in accordance with the PO specification and API monogrammed. d) Witness final testing/performance testing as per API 5DP certification and submission of the records. 3) Inspection by the third party shall also include the following: <ul style="list-style-type: none"> i. Material identification ii. Audit and endorsement of all chemical analysis and physical test reports. iii. Witness dimensional checks iv. Witness mechanical test v. Witness NDT vi. Visual inspection for imperfections vii. Longitudinal defect identification viii. Transverse defects identification ix. Wall thickness measurement x. Grade comparison xi. Joint inspection xii. End area defect identification xiii. Thread inspection xiv. Internal Plastic Coating | | |
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	xv. Issue of certificates		
I	SPECIAL NOTES TO BIDDERS		
1.0	Drill pipes must be manufactured as per API Spec. 5DP latest edition (PSL-2) and must bear API monogram. A copy of valid API Spec. 5D certificate (having authorization for drill pipe body, tool joint & drill pipe assembly) of the manufacturer shall have to be submitted along with the offer. Note (Applicable to domestic manufacturers only): In case API 5DP, PSL-2 certificate of the manufacturer does not have authorization for manufacturing Tool Joint, the same can be outsourced to a manufacturer who has experience of minimum five (5) years in manufacturing Tool Joints under API certification 5DP at PSL-2 preceding the bid closing date of the tender. Copies of API 5DP certificates, PSL-2 of that manufacturer (having authorization for at least tool joint) for the last continuous five (5) years (i.e., without any break in between) should be submitted along with the technical bid.		
2.0	The drill pipes shall be brand new, unused and of prime quality. The remaining body wall thickness at any place shall be at least 95%.		
3.0	Rotary shouldered connections of the drill pipes shall conform to the dimensions, together with the tolerances, as in API Spec 7-2. Drill pipe shall be seamless with weld on type (rotary friction welding) tool joints as per API Spec. 5DP, API RP-7G-1 and API Spec. 7-2. All rotary shouldered connections of the drill pipes shall be phosphatized. A copy of valid API Spec. 7-1 (having authorization for threading of rotary shouldered connections) certificate and copies of API 7-1 (having authorization for threading of rotary shouldered connections) certificates of the manufacturer for the last 5 (Five) years shall have to be submitted along with the offer.		
4.0	Drill pipes shall be supplied with pressed steel thread protector or composite type Drill Tec make closed end thread protectors at both ends. A thread compound suitable for rotary shouldered connections shall be applied over the clean threads and shoulders before protectors are installed.		
5.0	The offer must contain any of ARNCO 100 XT / ARNCO 150XT / ARNCO 300XT, TCS 8000 or TCE Titanium type hard facing. Tool joints box of drill pipes to have 3 x 1" hard banding applied on 18 degree taper area.		
6.0	The drill pipes are to be coated with any of TK-34P / DPC of Tuboscope / IPC-207 / TC2000P internal plastic coating and shall be applied on the drill pipes for full length except the threads giving full details of the process of application. Manufacturer to submit certificate of IPC (Internal Plastic Coating) along with the third party inspection report. Bidder to categorically confirm compliance of the same in their techno-commercial offer.		
7.0	External coating on the drill pipes shall be done as per relevant API specification for full length. Also drill pipes shall be adequately oiled to withstand corrosion during transit.		
8.0	Supply houses/stockists must submit a certificate of authority from the manufacturing mill along with the quotation indicating clearly their technical qualification for the offer.		

9.0	The offer must contain detailed description of the materials giving details of size, weight, wall thickness, grade, length, type of tool joints, API standard end protectors etc. and should be complete with relevant technical catalogues, literature, drawing etc. Insufficient description will lead to rejection of the offer.		
10.0	The mother pipes and tool joints (to be used for the manufacturing of drill pipes) shall not be older than 1(One) year on the date of receipt of the Purchase Order. Proof of date of manufacture in respect of tool joints and mother pipes must be forwarded along with supply.		
11.0	Bidder should note that in the event of an order the API licenses for manufacturing of drill pipes along with authorization for API monogramming should be valid, without any break, till execution of purchase order. Bidder to submit valid relevant API certificate along with the supply. Bidder should categorically confirm compliance while quoting.		
12.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.		
13.0	Bidder to sign and submit completely filled up and Bid Evaluation Matrix - Technical and Bid Evaluation Matrix – BEC/BRC.		
II	TESTS INSPECTION/ CERTIFICATION:		
	The following tests shall be carried out as per API Spec. 5DP latest edition and test results thereof should be furnished to OIL along with the supply. a) Chemical Tests: (i) Heat Analysis (ii) Product Analysis (iii) Recheck Product Analysis b) Mechanical Tests: (i) Tensile Tests (ii) Mill Control Tests (iii) Longitudinal Impact Tests c) Dimensional & Weight Tests: (i) Weight Tests (ii) Wall Thickness (iii) Drift Test (iv) Length Measurement (v) Straightness d) <u>Non-Destructive Tests:</u> Non-destructive tests shall be carried out as specified in API Spec. 5DP latest		

	edition. All drill pipes shall be inspected full length for longitudinal defects by either magnetic particles inspection or by Ultrasonic or Electro Magnetic methods and on the ends of drill pipe for transverse defect by the magnetic particle method. e) The manufacturer shall furnish a certificate of compliance stating that the material has been manufactured, sampled, tested and inspected in accordance with API Spec. 5DP and found to meet the requirements. f) Threading, gauging, mechanical & tensile testing, inspection and marking of tool joints shall be done as per API spec. 5DP latest edition.		
III	IDENTIFICATION MARKING		
	a) Marking is to be done on base of each tool joint pin as per API Spec. 5DP latest edition. b) Manufacturer's name, trademark, API monogram, size, weight, thread connection and date of manufacturer are to be paint stenciled on each outside surface of each length of drill pipe. c) The length of drill pipes in meters must be stenciled on each length of drill pipe.		
IV	OTHER REQUIREMENTS		
	a) Bidders must clearly indicate the name of the manufacturer, the country of origin and place of dispatch of the materials. b) Bidders must also submit along with the technical bid, test results carried out as per API 5DP (Chemical, Mechanical, Dimensional & Weight and NDT) of at least 03 (Three) past orders. Note: Above clause is not applicable to domestic manufacturers meeting BEC Clause 3.3.		
V	<u>WARRANTY</u> The supplier shall warrant that all tubular to be supplied in event of an order, shall be free from all defects and faults in materials, workmanship and manufacture and shall be in full conformity with the specified API standards. This clause shall be valid for 18 months from date of shipment/dispatch or 12 months from date of receipt of the items, whichever is earlier. The seller at his own expense shall replace the defective materials rejected by the purchaser immediately.		
VI	THIRD PARTY INSPECTION (TPI)		
(a)	OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. <u>BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER.</u> 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.		
(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.		

CHECKLIST

S/No.	CHECKPOINT	YES/NO	REMARKS
1.0	Whether quoted as manufacturer?		
2.0	Whether quoted as OEM Dealer/Supply House?		
3.0	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?		

4.0	Whether agreed to the tender warranty clause of the tender?		
5.0	Whether quoted a firm delivery period as per the tender requirement?		
6.0	Whether confirmed to submit PBG as asked for in tender?		
7.0	Whether submitted Integrity Pact as per PROFORMA – D ?		
8.0	Whether quoted as MSE unit? If yes, whether necessary document submitted?		
9.0	Whether percentage of Local Content declared in the bid and necessary document in this regard submitted. Refer clause no. 6.0 under Annexure – III (General Notes to Bidders).		
10.0	If yes to 9.0 above, please also indicate the percentage of Local content under Remarks here.		
11.0	Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy. Whether indicated under which policy i.e. PP-LC or MSE, the benefit/purchase preference has been opted in the bid? Please mention the name of the policy opted under Remarks here.		
12.0	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” along with the technical bid. Whether uploaded along with the bid?		
13.0	Whether indicated the country of origin for the items quoted? Please mention the “Country of origin” under Remarks here.		

ANNEXURE – V

BID EVALUATION MATRIX (BEC/BRC)

BID EVALUATION MATRIX (BEC/BRC) (TO BE FILLED IN BY BIDDER DULY SIGNED)			
Item	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	The offered Drill Pipes must be manufactured as per API Spec. 5DP, latest edition (PSL-2) complying with the parameters stipulated herein under technical specifications and must bear API monogram. Bidder must categorically confirm the same in their technical bid.		
2.0	BIDDER'S QUALIFYING CRITERIA		
2.1	IN CASE THE BIDDER IS A MANUFACTURER:		
	In case the bidder is a manufacturer, it must satisfy the following and submit documentary evidences along with their technical bid in support of qualification:		
2.1 (a)	The Bidder should have experience of minimum five (5) years in manufacturing Drill Pipes under API certification 5DP at PSL-2 preceding the original bid closing date of the tender. Copies of API 5DP certificates, PSL-2 (having authorization for drill pipe body, tool joint & drill pipe assembly) for the last continuous five (5) years (i.e., without any break in between) shall be submitted along with the technical bid. Technical Bids submitted without copies of valid API 5DP certificates (PSL-2) or with break in between shall be rejected. In case the renewal process of API license is in progress at the time of bid submission, the bidder must furnish copy of extension letter from API certifying that the renewal of license is under examination with API and that the manufacturer is authorized to manufacture the items as per API license and to use API monogram.		
2.1(b)	The Bidder should also possess API specification Q1 for manufacturing of Drill Stem Elements and Accessories or ISO 9001 for manufacturing Oil Country Tubular Goods as per API specification 5DP and 7-1. Valid copy of API specification Q1 or ISO 9001 should be submitted along with the technical bid, without which the offer shall be rejected.		
2.2	IN CASE THE BIDDER IS NOT A MANUFACTURER		
	In case the bidder is not a manufacturer, it must submit the following documentary evidences along with their technical bid, failing which the bid shall be treated as incomplete and rejected:		
2.2(a)	A valid Authorization letter and back-up warranty from the manufacturer. The Authorization letter must be duly sealed & signed by the Manufacturer on their official letter head and the status of the Bidder (whether Sole Selling Agent/Dealer/Distributor/		

	Supply House) should be identified.		
2.2(b)	Copies of valid API 5DP (PSL-2) and API Spec. Q1/ISO 9001 certificates of the Manufacturer as called for vide para 2.1 (a) & 2.1 (b) above.		
3.0	BIDDER'S EXPERIENCE CRITERIA		
3.1	IN CASE THE BIDDER IS A MANUFACTURER		
	In case the bidder is a manufacturer, it must have experience of successfully executing minimum 3(three) orders/contracts for supply of Drill Pipes of tendered grade or higher and of tendered size or higher sizes to any E&P Company(ies)/Drilling Contractor(s)/Drilling Service Provider(s) during last five (5) years preceding the original Bid Closing Date of the Tender. Out of the 3(three) orders/contracts as aforesaid, the total order quantity of drill pipes against at least 1(one) order/contract should be equal to the tendered quantity or higher and at least 1(one) order/contract should have been executed successfully to a client out-side the country of the manufacturing mill.		
	The following documentary evidences to substantiate above experience records of the Bidder must be submitted along with the technical bid, failing which the Bid shall be treated as incomplete and rejected: (a) Copy each of all 3(three) Purchase orders/contracts awarded by Client(s) along with any of the following documents pertaining to these orders/contracts. (b) Signed & sealed completion/execution certificate against all three orders/contracts issued by Client(s)/Purchaser(s) on their official letterhead. OR Copy of Bill of Lading against all three orders/contracts. OR Copy of Consignee delivery receipts/challans against all three orders/contracts. OR Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules against all three orders/contracts OR Copy of Commercial Invoice/Payment Certificate against all three orders/contracts.		
3.2	IN CASE THE BIDDER IS NOT A MANUFACTURER		
3.2(a)	In case the bidder is not a manufacturer, their Manufacturer must meet the experience criteria set out in para 3.1 above and documentary evidences in this regard must be submitted along with the Technical Bid as per para 3.1 (a) and 3.1 (b) above.		
3.2(b)	Additionally, the Bidder itself (Sole Selling agent/ Dealer/ distributor/ Supply House) must have successful past supply experience of executing at least 1(one) purchase order/contract for supply of minimum 50% of the tendered quantity (to be rounded to next higher whole figure) of drill pipes of tendered grade or higher and of tendered size or higher sizes to E&P Company/Drilling Contractor/Drilling Service Provider during last 5(five) years preceding to the original Bid Closing Date of the Tender. Documentary evidences to		

	this effect in line with para 3.1 (a) and 3.1 (b) above must also be submitted along with the technical Bid.		
	NOTE: 1.0 The date of purchase orders/contracts need not be within 5(five) years preceding the original bid closing date of the Tender, but execution/supply of required quantity must be within 5(five) years preceding the original bid closing date of this tender. 2.0 In case of extension to the scheduled Bid Closing date of this tender, if any, the Original Scheduled Bid Closing Date shall be considered for evaluation of Bids. 3.0 Manufacturer that has already supplied minimum 25% of the tendered quantity of drill pipes (of same or higher grade and of same or higher size) to OIL INDIA LIMITED (OIL) against a single Purchase Order, either by themselves or through their Sole Selling agent / Dealer / distributor / Supply House, during last 5(five) years preceding the original bid closing date of this tender without any adverse report on the performance shall not be required to furnish the documentary evidences as called for vide para 3.1 above, provided they categorically mention the Purchase Order No., date & quantity executed to OIL in their Technical Bid. 4.0 Sole Selling agent/Dealer/distributor/Supply House that has already supplied without any adverse report on the performance, minimum 25 % of the tendered quantity of drill pipes (of same or higher grade and of same or higher size) to OIL INDIA LIMITED (OIL) against a single order during last 5 (five) years preceding the original bid closing date of this tender, shall not be required to furnish the documentary evidences as called for vide para 3.2 above, provided they categorically mention the Purchase Order No., date and quantity executed to OIL in their Technical Bid. 5.0 Technical bid must be accompanied with a categorical undertaking from the manufacturer that they will maintain the validity of relevant API authorizations / certifications in the event of an order throughout execution, failing which OIL shall have the right to terminate the order besides resorting to other penal actions.		
3.3	DOMESTIC MANUFACTURER HAVING PAST EXPERIENCE OF EXECUTING ORDER(S) TO OIL/ONGCL		
	Domestic manufacturer that has satisfactorily executed at least 1(one) purchase order (whether developmental order or otherwise) either to OIL or ONGCL for similar materials (same or higher grade, same or higher sizes and of any length/quantity) during last 5(five) years prior to original bid closing date of this tender, shall also be considered as established sources for supply of the tendered item(s).		
	In such case, the bidder does not need to comply clause 2.1 and 3.1 above and is required		

	to submit the following along with their techno-commercial bid		
3.3(a)	<u>In case the domestic manufacturer has executed successfully developmental order to OIL/ONGCL:</u> (i) A copy of valid API Spec. 5DP certificate, PSL-2 of the manufacturer (having authorization for drill pipe body, tool joint & drill pipe assembly) shall have to be submitted along with the offer. <u>Note:</u> <i>In case API 5DP, PSL-2 certificate of the manufacturer does not have authorization for manufacturing Tool Joint, the same can be outsourced to a manufacturer who has experience of minimum five (5) years in manufacturing Tool Joints under API certification 5DP at PSL-2 preceding the bid closing date of the tender. Copies of API 5DP certificates, PSL-2 of that manufacturer (having authorization for at least tool joint) for the last continuous five (5) years (i.e., without any break in between) should be submitted along with the technical bid.</i> (ii) Copy of successful Field Trial Report issued by OIL in its official letter head clearly indicating the development Order No. & Date, if executed to OIL. (iii) Copy of Purchase Order along with successful Field Trial Report issued by ONGCL (bearing the PO No. & Date in their letter head), if executed to ONGCL.		
3.3(b)	<u>In case the domestic manufacturer has successfully executed purchase order(s) (other than developmental order) to OIL/ONGCL:</u> (i) A copy of valid API Spec. 5DP certificate, PSL-2 of the manufacturer (having authorization for drill pipe body, tool joint & drill pipe assembly) shall have to be submitted along with the offer. <u>Note:</u> <i>In case API 5DP, PSL-2 certificate of the manufacturer does not have authorization for manufacturing Tool Joint, the same can be outsourced to a manufacturer who has experience of minimum five (5) years in manufacturing Tool Joints under API certification 5DP at PSL-2 preceding the bid closing date of the tender. Copies of API 5DP certificates, PSL-2 of that manufacturer (having authorization for at least tool joint) for the last continuous five (5) years (i.e., without any break in between) should be submitted along with the technical bid.</i> (ii) If the order was executed to OIL, bidder needs to mention the Purchase Order No., date and quantity executed to OIL in their Technical Bid. (iii) If the order was executed to ONGCL, bidder to submit the following:		

	a) Copy of Purchase order(s)/contract(s) awarded by ONGCL along with any of the following documents pertaining to these orders/contracts. b) Signed & sealed completion/execution certificate against the order(s)/contract(s) issued by ONGCL on their official letter head. - OR c) Copy of Bill of Lading against the orders/contracts - OR d) Copy of Consignee delivery receipts/challans against the orders/contracts - OR e) Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules against the orders/contracts - OR f) Copy of Commercial Invoice/Payment Certificate against the orders/contracts.		
4.0	DELIVERY PERIOD: Delivery to be completed within 210 days from the date of placement of order by OIL. The date of receipt of materials at site shall be considered as the date of delivery. Bidders must categorically confirm the above in their Technical Bid.		
A.2	FINANCIAL		
1.0	The bidder shall have an annual financial turnover of minimum INR 9,73,62,500.00 during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.		
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.		
3.0	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying (PROFORMA – A) that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'. Note: a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA - B.		

	OR ii) Audited Balance Sheet along with Profit & Loss account. b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/ Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.		
4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.		
5.0	In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted: (i) Turnover of the parent/ultimate parent/holding company should be in line with Para A.2 (1.0) above. (ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para A.2 (2.0) above (iii) Corporate Guarantee (PROFORMA - C) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them. (iv) Documents to substantiate that the bidder is as 100% subsidiary of the parent/ultimate parent/holding company.		

ANNEXURE – VI

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS

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

1.0 Background

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

2.0 Definitions

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as per Appendix-A of revised steel policy.
- 2.3 **Domestic Manufacturer is a manufacturer of iron & steel products** conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A of revised Steel Policy.
- 2.11 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.
- 1.1 The policy is applicable to iron & steel products as provided in Appendix A of revised Steel Policy.

- 1.2 Appendix A of revised Steel Policy contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 1.3 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.
- 4.0 For iron and steel products in Appendix A of revised Steel Policy, the procurement process is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 4.1 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
 - 4.1.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
 - 4.1.2 The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - 4.1.3 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

5.0 Domestic value addition requirement:

- 5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.
- 5.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
 - 5.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.
 - 5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 5.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

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

6.0 Certification and audit:

- 6.1 For products in Appendix A of revised Steel Policy, each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form 1 attached.
- 6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.
- 6.3 OIL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of OIL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 6.4 In case a complaint is received by OIL against the claim of a bidder regarding domestic value addition in iron & steel products, OIL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.
- 6.5 Any complaint referred to OIL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to OIL within 2 weeks of filing the complaint.
- 6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the OIL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with OIL to establish bonafides of claim.
- 6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by OIL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate.

7.0 Sanctions

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

FORM-1

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

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

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

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

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

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

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

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

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished (OIL)
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

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

<Insert Name, Designation and Contact No.>

.....

Notes:

- 1.0 *For iron and steel products in Appendix A, the procurement process is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.*
- 2.0 *Each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed.*
- 3.0 **Domestic value addition requirement**
- 3.1 *Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.*
- 3.2 *Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.*
- 3.2.1 *In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.*
- 3.2.2 *In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.*
- 4.0 *It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.*

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 29th May, 2019

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

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

RASIKA CHAUBE, Addl. Secy.

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

1 Background

- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.
- 1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2 Definitions

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.
- 2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A.
- 2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3 Exclusions

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

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

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

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

4 Standing Committee

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

4.1 Monitoring the implementation of the policy

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

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

4.4 Constitute a separate committee to carry out grievance redressal

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

5 Notifying Iron & Steel Products Procured by Government

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

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

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

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

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

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

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

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

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

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

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

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

- 5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.
- 5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.
- 5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.
- 5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.
- 5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.
- 6 Tender procedure for procurement by government and government agencies**
- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)
- 6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in Appendix A and Appendix B.
- 6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.
- 6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.
- 6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.
- 6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- 6.8.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
- 6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

7 Domestic value addition requirement

- 7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.
- 7.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 7.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.
- 7.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For Iron and Steel products

% Domestic value addition

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

For Capital Goods

% Domestic value addition

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

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 beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hydrate 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, H ₂ S, NH ₃ & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	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 distributor, 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, CO ₂ removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	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 / O ₂ 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 nipping 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.>