

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	02-02-2022 11:00:00
<b>Bid Opening Date/Time</b>	02-02-2022 11:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Oil India Limited
<b>Organisation Name</b>	Oil India Limited
<b>Office Name</b>	Oil India Limited
<b>Total Quantity</b>	296
<b>Item Category</b>	BEND, 90DEG, 150MM NB, HSS API 5L X-46 (Q3) , BEND, 60DEG, 150MM NB, HSS API 5L X-46 (Q3) , BEND, 45DEG, 150MM NB, HSS API 5L X-46 (Q3) , BEND, 30DEG, 150MM NB, HSS API 5L X-46 (Q3) , BEND, 90DEG, 200MM NB, HSS API 5L X-46 (Q3) , BEND, 60DEG, 200MM NB, HSS API 5L X-46 (Q3) , BEND, 45DEG, 200MM NB, HSS API 5L X-46 (Q3) , BEND, 30DEG, 200MM NB, HSS API 5L X-46 (Q3) , BEND, 22.5DEG, 200MM NB, HSS API 5L X-46 (Q3) , BEND, 90DEG, 400MM NB, HSS API 5L X-46 (Q3) , BEND, 60DEG, 400MM NB, HSS API 5L X-46 (Q3) , BEND, 45DEG, 400MM NB, HSS API 5L X-46 (Q3) , BEND, 30DEG, 400MM NB, HSS API 5L X-46 (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	BEND, 90DEG, 150MM NB, HSS API 5L X-46
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes

Bid Details	
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
Quality Assurance Plan document	<a href="#">1641959683.pdf</a>
Payment Timelines	Payments shall be made to the Seller within <b>30</b> 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	Total value wise evaluation

#### EMD Detail

Required	No
----------	----

#### ePBG Detail

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

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

#### Beneficiary:

GMFA

Oil India Limited, Duliajan, Assam 786602. Email : tuhin\_roy@oilindia.in; Details of Beneficiary : OIL INDIA, Bank Name :HDFC BANK LIMITED Branch Name :Duliajan Bank Account No. :21182320000016 Type of Account :Current Account IFSC Code :HDFC0002118 MICR Code :786240302 SWIFT Code :HDFCINBBCAL (Gmfa)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

#### MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier

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

### **BEND, 90DEG, 150MM NB, HSS API 5L X-46 ( 26 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	26	120

### **BEND, 60DEG, 150MM NB, HSS API 5L X-46 ( 5 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	5	120

### **BEND, 45DEG, 150MM NB, HSS API 5L X-46 ( 14 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	14	120

### **BEND, 30DEG, 150MM NB, HSS API 5L X-46 ( 24 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	24	120

### **BEND, 90DEG, 200MM NB, HSS API 5L X-46 ( 30 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	30	120

#### **BEND, 60DEG, 200MM NB, HSS API 5L X-46 ( 17 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	17	120

#### **BEND, 45DEG, 200MM NB, HSS API 5L X-46 ( 38 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	38	120

**BEND, 30DEG, 200MM NB, HSS API 5L X-46 ( 90 pieces )****(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	90	120

**BEND, 22.5DEG, 200MM NB, HSS API 5L X-46 ( 14 pieces )****(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	14	120

### **BEND, 90DEG, 400MM NB, HSS API 5L X-46 ( 15 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	15	120

### **BEND, 60DEG, 400MM NB, HSS API 5L X-46 ( 5 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	5	120

### **BEND, 45DEG, 400MM NB, HSS API 5L X-46 ( 12 pieces )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**



Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	12	120

#### BEND, 30DEG, 400MM NB, HSS API 5L X-46 ( 6 pieces )

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
------------	-----------

#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Krishna Mohan Kumar	786602,Oil India Limited, Duliajan, Assam	6	120

#### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Scope <a href="#">View</a>	Scope of work	BEND, 90DEG, 150MM NB, HSS API 5L X-46(26)

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

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](#)

### 3. 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.

### 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. 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.

### 6. 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.

## **7. 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

## **8. Generic**

Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

## **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---**

**AA: ITEM DETAILS & QUANTITY OF ITEMS:**

Item No.	Specification	Quantity (In Nos)
1	<p>BEND,90DEG,150MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 90Deg .Fabricated from line pipe 150mm (6" ) NB dia , ERW/LSAW/HSAW/Seamless, Grade API 5L X-46,PSL -2, W/T 6.4mm as per API 5L latest edition having following specification .</p> <p>i) Pipe Outside diameter 168.3mm</p> <p>ii)Thickness:6.4mm</p> <p>iii) Weight per meter : 28.22 kg/m</p> <p>iv) Test mill Pressure (Hydraulic): 140kg/sq cm</p> <p>v) Deg of Bend : 90 Deg</p> <p>vi) Radius of curvature, R= 6D where D is the diameter of the pipe</p>	26
2	<p>BEND,60DEG,150MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 60Deg .Fabricated from line pipe 150mm (6" ) NB dia , ERW/LSAW/HSAW/Seamless, Grade API 5L X-46,PSL -2, W/T 6.4mm as per API 5L latest edition having following specification .</p> <p>i) Pipe Outside diameter 168.3mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Weight per meter : 28.22 kg/m</p> <p>iv) Test mill Pressure (Hydraulic): 140kg/sq cm</p> <p>v) Deg of Bend : 60 Deg</p> <p>vi) Radius of curvature, R= 6D where D is the diameter of the pipe</p>	5
3	<p>BEND,45DEG,150MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 45Deg .Fabricated from line pipe 150mm (6" ) NB dia , ERW/LSAW/HSAW/Seamless, Grade API 5L X-46,PSL -2, W/T 6.4mm as per API 5L latest edition having following specification</p> <p>i) Pipe Outside diameter 168.3mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Weight per meter : 28.22 kg/m</p> <p>iv) Test mill Pressure (Hydraulic): 140kg/sq cm</p> <p>v) Deg of Bend : 45 Deg</p> <p>vi) Radius of curvature, R= 6D where D is the diameter of the pipe</p>	14
4	<p>BEND,30DEG,150MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-</p>	24

	<p>21809-3) Long Radius 30 Deg. Fabricated from line pipe 150mm (6" ) NB dia, ERW/LSAW/HSAW/Seamless, Grade API 5L X-46,PSL -2, W/T 6.4mm as per API 5L latest edition having following specification</p> <p>i) Pipe Outside diameter 168.3mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Weight per meter : 28.22 kg/m</p> <p>iv) Test mill Pressure (Hydraulic): 140kg/sq cm</p> <p>v) Deg of Bend : 30 Deg</p> <p>vi) Radius of curvature, R= 6D where D is the diameter of the pipe</p>	
5	<p>BEND,90DEG,200MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 90 Deg. Fabricated from line pipe 200mm ,NB (8" ) dia , ERW/LSAW/HSAW/Seamless , Grade API 5L X-46,PSL -2,W/T 6.4mm as per API 5L latest edition having following specification.</p> <p>i) Pipe Outside diameter 219.1 mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Weight per meter : 33.57 kg/m</p> <p>iv) Test mill Pressure (Hydraulic): 140kg/sq cm</p> <p>v) Deg of Bend : 90 Deg</p> <p>vi)Radius of curvature, R= 6D where D is the diameter of the pipe</p>	30
6	<p>BEND,60DEG,200MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 60 Deg .Fabricated from line pipe 200mm ,NB (8" ) dia , ERW/LSAW/HSAW/Seamless , Grade API 5L X-46,PSL -2,W/T 6.4mm as per API 5L latest edition having following specification.</p> <p>i) Pipe Outside diameter 219.1 mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Weight per meter : 33.57 kg/m</p> <p>iv) Test mill Pressure (Hydraulic): 140kg/sq cm</p> <p>v) Deg of Bend : 60 Deg</p> <p>vi)Radius of curvature, R= 6D where D is the diameter of the pipe</p>	17
7	<p>BEND,45DEG,200MM NB,HSS API 5L X-46</p> <p>Bend, Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 45 Degree. Fabricated from line pipe 200mm (8") NB diameter, ERW/LSAW/HSAW/Seamless Grade API 5L X-46,PSL-2 W/T 6.4 mm as per API 5L latest edition having following specification</p> <p>i) Pipe Outside diameter 219.1mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Weight per meter:35.57 kg/m</p> <p>iv) Test mill Pressure (Hydraulic):140kg/sq cm</p>	38

	v) Deg of Bend:45 Deg vi)Radius of curvature, $R= 6D$ where D is the diameter of the pipe	
8	BEND,30DEG,200MM NB,HSS API 5L X-46  Bend, Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 30 Degree. Fabricated from line pipe 200mm (8") NB diameter,ERW/LSAW/HSAW/Seamless Grade API 5L X-46,PSL-2 W/T 6.4 mm as per API 5L latest edition having following specification i) Pipe Outside diameter 219.1mm ii) Thickness: 6.4 mm iii) Test mill Pressure (Hydraulic):140kg/sq cm iv) Deg of Bend: 30 Deg v) Radius of curvature, $R= 6D$ where D is the diameter of the pipe	90
9	BEND,22.5DEG,200MM NB,HSS API 5L X-46  Bend, Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 22.5 Degree Fabricated from line pipe 200mm (8") NB diameter, ERW/LSAW/HSAW/Seamless Grade API 5L X-46,PSL -2 W/T 6.4 mm as per API 5L latest edition having following specification i) Pipe Outside diameter 219.1mm ii) Thickness:6.4mm iii) Weight per meter:35.57 kg/m iv) Test mill Pressure (Hydraulic):140kg/sq cm v) Deg of Bend: 22.5 Deg vi)Radius of curvature, $R= 6D$ where D is the diameter of the pipe	14
10	BEND,90DEG,400MM NB,HSS API 5L X-46  Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 90 Deg. Fabricated from line pipe 400mm ,NB (16" ) dia , ERW/LSAW/HSAW/Seamless , Grade API 5L X-46,PSL -2,W/T 6.4mm as per API 5L latest edition having following specification. i) Pipe Outside diameter 406.4 mm ii) Thickness:6.4mm iii) Test mill Pressure (Hydraulic): 85 kg/sq cm iv) Deg of Bend : 90 Deg v)Radius of curvature, $R= 6D$ where D is the diameter of the pipe	15
11	BEND,60DEG,400MM NB,HSS API 5L X-46  Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 60 Deg. Fabricated from line pipe 400mm ,NB (16" ) dia , ERW/LSAW/HSAW/Seamless , Grade API 5L X-46,PSL -2,W/T 6.4mm as per API 5L latest edition	5

	<p>having following specification.</p> <p>i) Pipe Outside diameter 406.4 mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Test mill Pressure (Hydraulic): 85 kg/sq cm</p> <p>iv) Deg of Bend : 60 Deg</p> <p>v)Radius of curvature, <math>R= 6D</math> where D is the diameter of the pipe</p>	
12	<p>BEND,45DEG,400MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 45 Deg. Fabricated from line pipe 400mm ,NB (16" ) dia , ERW/LSAW/HSAW/Seamless , Grade API 5L X-46,PSL -2,W/T 6.4mm as per API 5L latest edition having following specification.</p> <p>i) Pipe Outside diameter 406.4 mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Test mill Pressure (Hydraulic): 85 kg/sq cm</p> <p>iv) Deg of Bend : 45 Deg</p> <p>v)Radius of curvature, <math>R= 6D</math> where D is the diameter of the pipe</p>	12
13	<p>BEND,30DEG,400MM NB,HSS API 5L X-46</p> <p>Bend Bevel Ended Heat Shrinkable Sleeve coated (as per ISO-21809-3) Long Radius 30 Deg. Fabricated from line pipe 400mm ,NB (16" ) dia , ERW/LSAW/HSAW/Seamless , Grade API 5L X-46,PSL -2,W/T 6.4mm as per API 5L latest edition having following specification.</p> <p>i) Pipe Outside diameter 406.4 mm</p> <p>ii) Thickness:6.4mm</p> <p>iii) Test mill Pressure (Hydraulic): 85 kg/sq cm</p> <p>iv) Deg of Bend : 30 Deg</p> <p>v)Radius of curvature, <math>R= 6D</math> where D is the diameter of the pipe</p>	6

#### **AB: SPECIAL NOTES TO BIDDERS**

- 1.0 The Bidder should indicate the dimensions and weight of the offered items, the name of the manufacturer, the country of origin, Local content and place of dispatch of the materials.
- 2.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 3.0 Bidder to sign and submit completely filled up Checklist - **ANNEXURE - D**.
- 4.0 HSN codes of the items against of the tender are: For bends 7307.
- 5.0 Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products (FORM-1) and other documents have to be submitted as per APPENDIX-A2 "POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS".

- 6.0 The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence concessional GST @5% (for indigenous bidder) will be applicable as per Govt. Policy in vogue.
- 7.0 Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate atleast 1 month prior to stipulated Delivery date. 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.**
- 8.0 Bidder to categorically confirm under which policy i.e. PP-LC or MSME or DPIIT-MII, 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. No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.
- In case of tenders for Iron & Steel products as per DMI & SP policy, only the eligible bidders meeting the requisite criteria as per the DMI & SP policy shall be considered for further technical evaluation. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder' declaration of availing of PP-LC or MSME policy only.
- 9.0 Please also mention OILs internal reference no. **PR – 1423119** in your offer and subsequent correspondences.
- 10.0 The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment/ dispatch or 12 months from the date of receipt of the items, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
- 11.0 Bidders shall submit their offer mentioning pointwise compliance / non-compliance 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.
- 12.0 Unloading at Duliajan, Assam shall be carried out by Oil India Limited using its own resources.**

\*\*\*\*\*

**ANNEXURE – A1**



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

### **PART – A**

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

**2.0 All the tendered items shall be procured from same source against this tender and hence, bidder must quote for all items in full quantity strictly complying with the technical specifications as per tender.**

### **3.0 SCOPE OF WORK AND SPECIFICATIONS FOR SUPPLY OF PRECOATED BENDS**

#### **3.1 SPECIFICATIONS:**

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

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

#### **3.2 MILL INSPECTION / CERTIFICATION**

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

#### **3.3 PHYSICAL / MECHANICAL TEST:**

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

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

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

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

#### 3.4 Hydrostatic Test:

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

#### 3.5 Non-Destructive Tests:

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

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

### 3.7 SPECIFICATION FOR ELECTRIC WELDED LINE PIPE FOR ONSHORE APPLICATION

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

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

#### Maximum Carbon Equivalent

For pipes of all grades, size and wall thickness, Carbon Equivalent shall comply with the following limits :

CE (Pcm) < 0.20%

CE (IIW) ≤ 0.40%

#### Tensile Properties

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

#### Charpy Impact Test for PSL 2

As per API Spec 5L.

#### Metallographic Examination

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

#### REVERSE BEND TEST

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

#### WALLTHICKNESS

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

#### STRAIGHTNESS

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

#### PIPE ENDS

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

#### BEVEL PROTECTORS

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

#### PURCHASER AND THIRD PARTY INSPECTION (ENGAGED BY PURCHASER)

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

#### 4.0 THIRD PARTY INSPECTION (TPI):

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

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

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

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

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

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

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

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

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

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

k) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:

i) M/s Lloyds.

ii) M/s Bureau Veritas

iii) M/s RITES

iv) M/s I.R.S

v) M/s Tuboscope Vetco (To be considered after opening of office in India).

vi) M/s DNV-GL

#### 4.1 SCOPE OF THIRD PARTY INSPECTION FOR LINE PIPES:

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

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

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

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

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

(b) Finished tube inspection:

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

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

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

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

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

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

#### 4.2 THIRD PARTY INSPECTION FOR COATINGS:

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

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

Table 4.2.2(t1)

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

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

#### 4.3 THIRD PARTY INSPECTION FOR BENDS.

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

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

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

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

4.4.4 Dimensional tolerance of bends.

Third party will check , verify and certify the following for the bends after coating.

4.4.5 Third party will carried out all necessary test / inspection as per requirement of Para – 4.0 i.e THIRD PARTY INSPECTION FOR COATINGS.

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

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

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

5.3 The SUPPLIER shall load, unload, transport and stockpile the bare pipes within the coating plant using approved suitable means and in a manner to avoid damage to the pipe. The COMPANY shall approve such procedure prior to commencement of work.

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

5.5 Coated pipes may be handled by slings and belts of minimum 60 mm width made of non- abrasive/ non-metallic materials. In this case, stacked pipes shall be separated row by row to avoid damages by rubbing the coated surface in the process of taking off the slings. Use of round sectional slings is prohibited. Fork

lifts may be used provided that the arms of the forklift are covered with suitable pads, preferably rubber.

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

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

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



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

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

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

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

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

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

### 8.1 SCOPE :

8.1.1 Fabrication of long radius bends as per clause 8.2 to 8.8.

8.1.2 Handling, loading, transportation to coating plant and unloading at coating plant as per Para -5.0 PART – A.

8.1.3 External coating of the bends by using heat shrinkable sleeve coating as per Item Description

8.1.4 Handling, packing, loading, despatch and delivery of coated bends at designated points as per Para – 7.0, PART – A.

8.2 Reference has been made in this specification to the latest edition of the following codes, standards and specifications :

a) ASME B 31.8 : Gas Transmission and Distribution Piping Systems.

b) MSS-SP-75 : Specification for High Test Wrought Welding Fittings.

### 8.3 MATERIAL

8.3.1 Bends shall be fabricated from steel line pipes of specification as per SCOPE OF SUPPLY mentioned in Annexure-A and scope as per Para – 3.0, PART – A.

8.3.2 Heat treatment shall be carried out for all finished bends, Heat treatment procedure shall be such that the mechanical properties and steel microstructure of the finished bends comply with the minimum requirements specified in the applicable line pipe specification referred under clause 3.1 When TMCP and OLAC sheets and micro alloyed steels are used, specific approval of the proposed heat treatment shall be obtained before bending process is employed. The

finished product shall be evaluated for mechanical properties and micro structural stability.

#### 8.4 MANUFACTURE

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

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

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

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

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

#### 8.5 TOLERANCES

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

8.5.1 Bend Angle :  $\pm 0.5$  degree of specified angle  
Bend Radius :  $\pm 1\%$  of bending nominal radius

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

$$t_{\min} = 0.95 (t_{\text{actual}} - \Delta t)$$

where :

$t_{\text{actual}}$  = Actual wall thickness of pipe

$\Delta t$  = 0.35 mm for a wall thickness < 10 mm and 0.5 mm for a wall thickness > 10 mm

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

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

#### 8.5.4 Off-Plane

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

### 8.6 INSPECTION & TESTS

8.6.1 The manufacturer shall perform all inspection and tests as per the requirements of this specification and MSS-SP-75 prior to transfer to the coating plant. Such inspection and tests shall be as a minimum, but not limited to the following :

8.6.1.1 Verify that the uncoated bends arrive at coating shop is in full compliance with the pipe specification as referred from Para – 8.2 to Para – 8.5.

8.6.1.2 Visual inspection.

8.6.1.3 Dimensional and tolerances check as per MSS-SP-75 and requirements of Section 4.0 of this specification.

8.6.1.4 Check heat treatment, if carried out, as required and maintain its records.

8.6.1.5 Temperature against time recorder charts for each induction heating.

8.6.1.6 A check shall be performed on each bend by passing a gauging pig consisting of two discs having a diameter equal to 95% of the nominal internal diameter of the pipe, connected rigidly together at a distance equal to 500 mm (and 300 mm for pipe size below 8" NB). Details of the gauging pig. Including its dimensions shall be approved by Purchaser.

8.6.2 Purchaser reserves the right to perform stage wise inspection and witness tests on all bends as indicated in Clause 5.1 at Manufacturer's works, prior to shipment.

### 8.7 TEST CERTIFICATES

The manufacturer shall submit the following certificates ;

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

8.7.2 Certified reports of dimensional tolerance of bends.

8.7.3 Certificates of all other tests as required in this specification.

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

### 8.8 MARKING, PACKING AND SHIPMENT

8.8.1 All bends shall be marked as per MSS-SP-75.

8.8.2 Both ends of all bends shall be suitably protected to avoid any damage during transit by means of metallic or high impact plastic bevel protectors.

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

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

**(A) BID REJECTION CRITERIA (BRC) - TECHNICAL:**

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected.

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

**2.0 All the tendered items shall be procured from same source against this tender and hence, bidder must quote for all items in full quantity strictly complying with the technical specifications as per tender.**

3.0 Bidder must be in a position of despatching the entire tendered quantity within a period of 4 months from the date of PO (FOR Despatching Station). Date of Consignment Note / LR shall be considered as date of delivery.

**4.0 Experience Criteria:**

4.1 **For Bend Manufacturer:** The Manufacturer of offered Pipe Bends must have experience of manufacturing and successfully executing orders/contracts to any Oil & Gas specific companies for at least 50% tendered quantity of same type (as per tender specifications) Pipe Bends during the last 5 (five) years preceding the original bid closing date of the tender (either by themselves or through their sole selling agent/ distributor/dealer/supply house). Manufacturer/ Mill having such experience for supplying higher outer diameters and/or higher Grades and/or minimum wall-thickness of 6.4 mm shall also be acceptable. Documentary evidence in this regard must be submitted as per Para 4.2. Bend Mother pipes manufacturing mill must have API Spec. 5L – Product Specification Level 2 (PSL 2) certifications for the preceding five (5) years from the original bid closing date of the tender. Copies of relevant API license to use API monogram (API 5L at PSL-2) for the last 5 (Five) years shall be submitted along with the techno-commercial bid. The Bend manufacturing process shall comply relevant standards (ASME B16.49) including the detailed specs mentioned in the tender.

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

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

Note:

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

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

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

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

5.1 The Bidder must identify its status (whether Dealer/Distributor/Supply House/Sole Selling Agent) in its technical Bid and undertake to supply Bends produced by the manufacturer(s), who meets the experience requirements stipulated under para 4.1 above. Documentary evidences in this regard for Bend Manufacturer must be submitted as per para 4.2 above.

5.2 The bidder must additionally have own experience of successfully executing at least 01 (One) purchase order/contract for Coated Bends of minimum 25% of the tendered quantity of any size & grade to Oil and Gas specific companies in the last 5 (Five) years preceding the original bid closing date of the tender. Documentary evidence in this regard must be submitted as per Para 4.2 above.

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

6.0 Bidders who have already executed Purchase Orders of OIL INDIA LIMITED (OIL) for Coated Bends (API 5L) during the last five (5) years preceding to the

original Bid Closing Date of this Tender and propose the same set of manufacturers & against this tender also, need not be required to submit documentary evidences as per para 4.2 above. However, for availing this exemption, the Bidder must highlight OIL's such Purchase Order No. & Date as well as the name of, Name of Bend Manufacturer in their Technical Bid. Notwithstanding above, the Bidder must submit other documents viz; copy of API License & valid MOU (for subject tender) etc. as called for above.

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

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

**(B) BRC -FINANCIAL:**

- 1.0 **Annual Turnover** - The bidder shall have annual financial turnover of minimum **INR 2.16 Crores** 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 must be positive for the financial/accounting year just proceeding 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 (**PROFORMA - I**) certifying that 'the balance sheet/Financial Statements for the preceding financial year 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 technical 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 - II**.

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\$, then 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 1.0 above.
- ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 above.
- iii) Corporate Guarantee (**PROFORMA – III**) on parent / ultimate parent/ holding company's company letter head signed by an authorised 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) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.

## **ANNEXURE - C**



## 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 OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **PROFORMA - IV** 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*

- 2.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
- 2.2 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.
- 3.0 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 16<sup>th</sup> June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020 shall continue to be valid only for a period up to the 31<sup>st</sup> 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.*

#### **4.0 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 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.

(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.

**5.0 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.**

**6.0 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.

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

**FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA**

Ref: Clause No. B (3.0) - Financial Criteria of the BEC

Tender No.: \_\_\_\_\_

I ..... the authorized signatory(s) of  
..... (Company or firm name with address) do hereby solemnly  
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 – II**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER In INR (Rs.) Crores/ US \$ Million) *</b>	<b>NET WORTH In INR (Rs.) Crores / US \$ Million ) *</b>

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

**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 - III**

#### **PARENT/ ULTIM ATE 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 - IV**

### **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.

.....  
**For the Principal**

Date :

Place :

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

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



## ANNEXURE - D

### TECHNICAL & COMMERCIAL CHECK LISTS

THE CHECK LIST MUST BE COMPLETED AND SUBMITTED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

#### A) TECHNICAL CHECKLIST

Nil.

#### B) COMMERCIAL CHECKLIST:

SI No.	REQUIREMENT	COMPLIANCE
1.0	Whether quoted as manufacturer?	Yes / No
2.0	Whether quoted as OEM Dealer / Supply House etc. To Specify-	Yes / No
2.1	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 ?	Yes / No
2.2	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
2.3	<b>Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.</b>	Yes / No
2.3.1	<b>Name and details of the Oil &amp; gas specific company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.</b>	
2.3.2	<b>Whether submitted the profile and other documents of the Oil &amp; gas specific company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)</b>	Yes / No
2.5	<b>Whether Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron &amp; Steel Products (FORM-1) and other documents has been submitted as per APPENDIX-A2 "POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON &amp; STEEL PRODUCTS".</b>	Yes / No
3.0	As per BRC clause 8.0, whether you have submitted the self-certification regarding domestic value addition in Iron & Steel products.	

4.0	Whether you have submitted certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made.	
4.1	Name of Manufacturer.	
4.2	Place of Despatch	
5.0	Local content amount and percentage. Details of locations at which the local value addition is made.	
6.0	Whether you are quoting under PP-LC or MSME policy.	Yes / No
7.0	Whether Integrity Pact with digital signature uploaded (if applicable as per Additional Terms and Conditions ) ?	Yes / No
7.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No
8.0	Name, Address, Phone No & E-mail id of Bidder.	

\*\*\*\*\*

**MINISTRY OF STEEL****NOTIFICATION**

New Delhi, the 31st December, 2020

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

**"No. S-13026/1/2020- IDD****Ministry of Steel****ID Division****Udyog Bhawan,****New Delhi 31<sup>st</sup> December, 2020**

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

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

**I - Amendments: Table 1**

<b>Sl. No.</b>	<b>Existing Clause in DMI&amp;SP revised, 2019</b>	<b>Amended Clause in DMI&amp;SP revised, 2019</b>
1	<b><u>Clause 1.3:</u></b> 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.	<b><u>Clause 1.3:</u></b> 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. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u> 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	<b><u>Clause 2.13:</u></b> 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.	<b><u>Clause 2.13:</u></b> Domestic value addition means - <u>amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.</u> 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	<p><b>Clause 5.1.5</b></p> <p>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 &amp; steel products.</p>	<p><b>Clause 5.1.5:</b> 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 &amp; steel products. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u></p>
4	<p><b>Clause 5.1.6:</b> 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.</p>	<p><b>Clause 5.1.6</b> The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&amp;SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.</p>
5	<p><b>Clause 7.2:</b> 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.</p>	<p><b>Clause 7.2:</b> Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.</p>
6	<p><b>Clause 7.3:</b> 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.</p> <p><b>For iron and steel products</b></p> <p><b><u>% domestic value addition</u></b></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant-----</i>  <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p> <p><b>For capital goods</b></p> <p><b><u>% domestic value addition</u></b></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant</i>  <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p>	<p><b>Clause 7.3:</b> It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p><b>For iron and steel products&amp; capital goods</b></p> <p><b><u>% domestic value addition</u></b></p> <p><i>Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)</i>  <i>----- X 100 %</i></p> <p><i>Total value of the item to be procured / sold</i></p>

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

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

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

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

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

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

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

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

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

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

RASIKA CHAUBE, Addl. Secy.



## 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, hire 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 <sub>2</sub> S, NH <sub>3</sub> & 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 stove coolers, Copper stove 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 <sub>2</sub> 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 furnace arc	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. I.F - 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 <sub>2</sub> 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, Deducing 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.>



# भारत का राजपत्र The Gazette of India

असाधारण  
EXTRAORDINARY

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

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 357/  
No. 357

नई दिल्ली, मंगलवार, मई 9, 2017/वैशाख 19, 1939  
NEW DELHI, TUESDAY, MAY 9, 2017/VAISAKHA 19, 1939

इस्पात मंत्रालय

(स्थापना प्रभाग)

अधिसूचना

नई दिल्ली, 8 मई, 2017

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

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

## 1. पृष्ठभूमि

- 1.1 यह नीति सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों (डीएमआई एवं एमपी) को बरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में परिशिष्ट-क में यथा दिए गए अनुसार उत्पादिन लोहा एवं इस्पात उत्पादों पर लागू होती है।
- 1.3 यह नीति सरकारी परियोजनाओं के लिए लोहा एवं इस्पात उत्पादों की खरीद के लिए प्रत्येक मंत्रालय अथवा सरकार के विभाग और उनके प्रशासनिक नियंत्रण में सारी एजेंसियों अथवा प्रतिष्ठानों पर और न कि वाणिज्यिक पुनर्विक्री के उद्देश्य अथवा वाणिज्यिक विक्री के लिए वस्तुओं के उत्पादन में उपयोग के उद्देश्य लागू है।

## 2. परिभाषा

- i. बोली लगाने वाला इस्पात का घरेलू/विदेशी निर्माता अथवा उसका विक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा किसी अन्य कंपनी, जो सरकारी एजेंसियों द्वारा प्रदान की गई निधियों वाली परियोजनाओं की बोली लगाने में लगा हुआ हो, हो सकता है।
- ii. "घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पाद (डीएमआई एवं एमपी)" वे लोहा एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो विशेष आर्थिक क्षेत्र (सेज) सहित भारत में पंजीकृत अथवा स्थापित हैं। इसके अलावा, ऐसे उत्पाद परिशिष्ट-क में यथा उल्लिखित घरेलू न्यूनतम मूल्य मवर्धन के मानदंड को पूरा करेंगे।



निविदा से 36 महीने की अवधि के लिए अयोग्य करार दिया जाएगा। इसके अन्वया में इस प्रकार के आकलन के लिए सभी लागतों का बहान बर्तना/करेगी।

कि मैंने अधिसूचना संख्या \_\_\_\_\_ में उल्लिखित सभी शर्तों का पालन कर लिया है जिसमें सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों की वरीयता दी गई है और खरीदने वाली एजेंसी एतद्वारा मेरे जमा बयाना राशि जन्म करने के लिए अधिकृत है। मैं निविदा प्रस्तावज्ञ में यथा विनिर्दिष्ट आकलन लागत और सभी वंडों का भी भुगतान करने का बचन देना/देती हूँ।

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

- i. बोली लगाने वाले का नाम और विवरण  
(पंजीकृत कार्यालय, विनिर्माण इकाई का पता, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तिथि जब यह प्रमाण-पत्र जारी किया गया
- iii. लोहा एवं इस्पात उत्पाद जिनके लिए प्रमाण-पत्र प्रस्तुत किया गया है
- iv. खरीदने वाली एजेंसी जिसे प्रमाण-पत्र प्रस्तुत किया गया है
- v. दावा किए गए घरेलू मूल्य संवर्धन का प्रतिशत और क्या यह निर्धारित घरेलू मूल्य संवर्धन के सीमा मूल्य को पूरा करता है
- vi. विनिर्माता इकाई का नाम और संपर्क व्योरे
- vii. लोहा एवं इस्पात उत्पादों की निवल विक्री कीमत
- viii. संयंत्र तक भाड़ा, धीमा और रख-रखाव
- ix. लोहा एवं इस्पात उत्पादों का निर्माण करने के लिए प्रयोग किए गए इनपुट इस्पात (आयातित) की सूची एवं कुल लागत मूल्य
- x. घरेलू रूप से लिए गए इनपुट इस्पात की सूची एवं कुल लागत
- xi. कृपया आपूर्तिकर्ताओं से मूल्य संवर्धन प्रमाण-पत्र, यदि इनपुट नहीं हो, मंगल करें
- xii. आयात किए गए इनपुट इस्पात के लिए, सीआईएफ मूल्य, शुल्क एवं कर, पतन रख-रखाव शुल्क और अंतर्देशीय भाड़ा लागत के व्योरे के साथ भारतीय पतन पर पहुँचने तक लागत

\_\_\_\_\_ (हर्म/प्रतिष्ठान का नाम) के लिए और उसकी ओर से  
अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत)  
<नाम, पदनाम और संपर्क: मैं, का उल्लेख करें>

**MINISTRY OF STEEL  
(ESTABLISHMENT DIVISION)  
NOTIFICATION**

New Delhi, the 8th May, 2017

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

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

**1. Background**

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

**2. Definition**

- i. Bidder may be a domestic/ foreign manufacturer of steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- ii. "Domestically Manufactured Iron & Steel Products (DMI&SP)" are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix-A.

- iii. **Domestic Manufacturer** is a manufacturer of domestically manufactured iron & steel products (DMI&SP).
- iv. **Government** for the purpose of the Policy means Government of India.
- v. **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- vi. **MoS** shall mean Ministry of Steel, Govt. of India.
- vii. **Net Selling Price** shall be the Ex-works/Ex-factory price comprising of the landed cost of imported steel at the plant and all other cost elements forming part of the conversion cost inclusive of nominal return on investment. This price is exclusive of any duties and taxes applicable ex-factory.
- viii. **Semi-Finished Steel** shall mean billet, blooms, slabs (cast products), which can be subsequently processed to finished steel.
- ix. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- x. **Iron & Steel Product(s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.

### 3. Exclusions:

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

- a. where specific grades of steel are not manufactured in the country, or
- b. where the quantities as per the demand of the project cannot be met through domestic sources

### 4. Standing Committee:

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

- a. Monitoring the implementation of the policy
- b. Review and notify the list of Iron & Steel products and the Minimum value addition criterion as mentioned at Appendix-A
- c. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per para 3
- d. Constitute a separate committee to carry out Grievance redressal
- e. The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

### 5. Notifying Iron & Steel Products Procured by Government

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

- क. The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- ख. Only iron & steel products having aggregated estimate value of INR 50 Crores and more forming part of the steel intensive project or overall project, shall be covered under the policy.
- ग. Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.

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

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



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

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

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

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

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

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

- The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
- 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.
- It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

#### 7 Value addition

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

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

- Using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to procuring Government agency.
- Using a mix of imported and domestic input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- Using only imported input steel, the following formula shall apply to calculate the percentage of domestic value-addition:

$$\text{Domestic value addition (\%)} = \frac{(\text{Net selling price} - \text{Landed cost of imported input steel at the plant})}{\text{Landed cost of imported input steel at the plant}} \times 100$$

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

#### 8 Self-Certification

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

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

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

- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.
- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose off the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish the bonafides of the claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.
- 8.8 Each Government Agency shall clearly define the penalties, in case of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD and such other penalties, as may be prescribed by the concerned Government Agency in the tender document.
- 8.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

## 9 Monitoring

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

## 10 Reference to Ministry of Steel

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

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

SYEDAIN ABBASI, Jt. Secy.

Appendix-A

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

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



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

## Form-1

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

Date:

I \_\_\_\_\_ S/o. \_\_\_\_\_ D/o. \_\_\_\_\_ W/o. \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

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

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

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

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

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

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

- Name and details of the Bidder  
(Registered Office, Manufacturing unit location, nature of legal entity)
- Date on which this certificate is issued
- Iron & Steel Products for which the certificate is produced
- Procuring agency to whom the certificate is furnished
- Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- Name and contact details of the unit of the manufacturer (s)
- Net Selling Price of the iron & steel products
- Freight, insurance and handling till plant
- List and total cost value of input steel (imported) used to manufacture the iron & steel products



- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach value addition certificates from suppliers, if the input is not in-house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

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

<Insert Name, Designation and Contact No.>