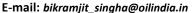


## Conquering Newer Horizons

## **MATERIALS DEPARTMENT**

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

TEL : (+91) 374 2808705 FAX : (+91) 374 2800533





#### **FORWARDING LETTER**

Subject: <u>Tender No. SDG6653P22/09 dated 05.04.2021 for procurement of 3-1/16" x 10 M, 3-1/8" X 5 M and 2-1/16" x</u> 5M flexible Steel Hose for choke and kill lines.

Dear Sir/Madam,

- 1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Navratna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0 In connection to its operations, OIL invites INTERNATIONAL COMPETITIVE BIDS from competent and experienced bidders through OIL's e-procurement site for "Supply of 3-1/16" x 10M, 3-1/8" X 5M and 2-1/16" x 5M flexible Steel Hose for choke and kill lines". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No.	Τ.	SDG6653P22/09 dated 05.04.2021
Type of Bidding	†·	SINGLE STAGE TWO BID SYSTEM
Bid Closing Date & Time	÷	26.05.2021 at 11:00 HRS.
Technical Bid Opening Date	+	26.05.2021 at 14:00 HRS.
& Time		20.03.2021 at 14.00 finds.
Price Bid Opening Date &	+-	To be decided later and shall be intimated separately to the
Time	•	technically qualified bidders only.
Bid Security Amount	+-	Not applicable
Bid Security Validity	Ħ	Not applicable
Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
Bid Opening Place	:	Office of GM-Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam, India.
Bid Validity	:	Bid should be valid for <b>120 days</b> from actual bid closing date.
Original Bid Security to be submitted	:	Not applicable
Performance Guarantee	:	Applicable @ 3% of Order value
Integrity Pact	:	Applicable
Document Verification		Applicable (Detailed in clause 47 of under CC: General Notes to Bidders of Annexure – A)
Contact Details	1:	M. Bikramjit Singha
		Chief Manager Materials (FD)
		E-MAIL: bikramjit_singha@oilindia.in
		PHN: 0374-2808705
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192,
		E-MAIL: erp_mm@oilindia.in
Bids to be addressed to	:	GM-Materials,
		Materials Department,
		Oil India Limited, Duliajan -786602,
		Assam, India.

LIST OF ANNEXURES		D 11 - N
General Terms	: General Terms & Conditions" for e-Procurement as per	
& Conditions	MM/GLOBAL/E-01/2005 for E-procurement (ICB Tender	rs).
Annexure - A	: AA: Item Details and Quantities of Item	
	BB: Deleted	
	CC: General Notes to Bidders	
Annexure - B	: AA: Technical Specifications	
	BB: Special Notes to Bidders	
Annexure - C	: Bid Rejection Criteria/Bid Evaluation Criteria	
Annexure - D	: Commercial Check List	
Annexure - E	: Bid Evaluation Matrix (Technical)	
Annexure - F	Bid Evaluation Matrix (Bid Rejection Criteria)	
Annexure – G(i)	Price Bid Format/Price Schedule – For Domestic Bidders	<u> </u>
Annexure – G(ii)	Price Bid Format/Price Schedule – For Foreign Bidders	
Appendix - A1	Purchase Preference (linked with local content) policy	
Appendix - A2	Policy for providing preference to Domestically Manufa	actured Iron & Steel
	Products(DMI & SP)	
Appendix - A3	Amendment to DMI&SP vide Gazette notification No. S-	-13026/1 /2020- IDD
	dated 31.12.2020, Ministry of Steel for certain amer	ndment to DMI&SP
	policy	
Appendix - A4	Restrictions on procurement from a bidder of a country	which shares a land
	border with India.	
Proforma - 1	: Format for Bid Security Declaration	
Proforma - 2	: Format for Integrity Pact	
Proforma - 3	: Format for Performance Security	
Proforma - 4	: Format for undertaking towards submission of authenti	c information/
	documents	
Proforma - 5	: Format for undertaking towards compliance of restriction	on on procurement
	from a bidder of a country which shares a land border w	vith India
Proforma - 6	Form 10F	
Proforma - 7	: Format for No Business Connection or Permanent Estab	lishment Certificate
Proforma - 8	: Format for undertaking towards compliance of Financia	l Criteria
Proforma - 9	: Format for Annual Turn Over and Networth Certificate	
Proforma - 10	: Format for Corporate Guarantee towards Financial Stan	ding

3.0 OIL looks forward to your active participation in the Tender.

Thanking You Yours Faithfully, OIL INDIA LIMITED

(M. B. SINGHA) Chief Manager Materials (FD) For GM-Materials (HoD) For Resident Chief Executive

## ANNEXURE - A

## AA: <u>ITEM DETAILS & QUANTITY OF ITEMS</u>

SL NO.	ITEM DESCRIPTION	QUANTITY
10	3.1/16" X 10 M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	02 No.
	Detailed technical Specification is provided in Annexure - B	
20	3.1/8" X 5 M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	02 No.
	Detailed technical Specification is provided in Annexure - B	
30	2.1/16" x 5M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	05 No.
	Detailed technical Specification is provided in Annexure - B	
40	3.1/16" 10M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	02 No.
	Detailed technical Specification is provided in Annexure - B	

#### BB: PRE-BID CONFERENCE:

- 1.0 Deleted
- 2.0 Deleted
- 3.0 Deleted

## CC: GENERAL NOTES TO BIDDERS:

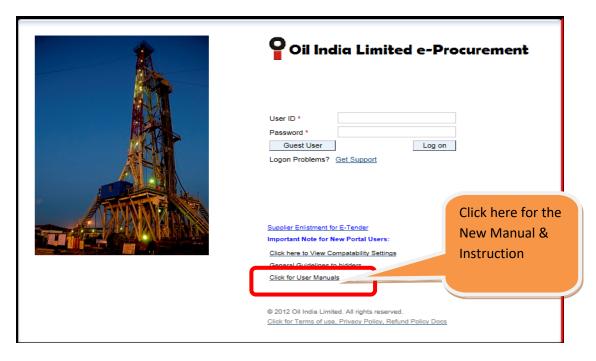
- 1.0 Bidders without having E-tender Login ID and Password should complete their online registration at least 7 (seven) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site<a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>
- 1.1 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 2.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement. However, if any of the clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
- 3.0 Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 4.0 Bidders are requested to go through the 'Vendor User Manual', 'Guidelines to Bidders for participating in OIL e-tenders', 'New Instruction to bidders for submission of bid' and 'Vendor User Manual for e-tendering' available in the e-portal home page before submitting offer in the e-portal.

- 5.0 Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the **TECHNO-COMMERCIAL BID (UNPRICED)** as well as the **PRICED BID** separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Please do refer the User Manual provided on the portal on the procedure "How to create Response for submitting offer."
- 5.1 The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Details of prices as per Price Bid format (Price Schedule) to be uploaded as attachment in the Attachment Tab "Notes and Attachments". Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

Notes and Attachments

- → Only price details should be uploaded
- Technical attachments
- All technical bid documents except price details

Bidders are requested to go through the 'New Vendor Manual', 'Guidelines to Bidders for participating in OIL e-tenders', 'New Instruction to bidders for submission of bid' and 'Vendor User Manual for e-tendering' available in the e-portal home page before submitting offer in system.



- In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical Rfx Response-> User > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical Rfx Response-> User > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Price Schedule can be uploaded as Attachment under the attachment option under "Notes & Attachments".
- 6.0 For the convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by

Company with PRICE CONDITION. In case the Price Bid is invited by Company through attachment form under "Notes & Attachments" (i.e., NO PRICE CONDITION), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc.. Under NO PRICE Condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the unloaded attachment and Bid Evaluation Criteria only. Online view of pries as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

- 7.0 In case of SINGLE STAGE TWO BID SYSTEM, priced bids of only those bidders will be opened whose offers are found to be techno-commercially & financially acceptable.
- 8.0 The prices must be strictly submitted as per the price bid format only uploaded under tab "Notes & Attachment". The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 9.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
- 10.0 No Bid Security /Earnest Money Deposit (EMD) shall be applicable till 31.12.2021. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid securing declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed **PROFORMA 1** along with their Technical bids.
- 11.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribing tender no. and due date to GM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.
  - a) Deleted
  - b) Any other documents which have been particularly asked for in this tender for submission.
- 11.1 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above-mentioned address before the bid closing date and time, failing which the offer shall be rejected.

## 12.0 AMENDMENT OF TENDER DOCUMENTS:

- 12.1 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).
- 12.2 The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the e-

- tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.
- 13.0 Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
- 14.0 Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
- 15.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
- 16.0 A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC.
- 17.0 Indian Bidders shall indicate the following in their offer:
  - (i) Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc.
  - (ii) The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
  - (iii) Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.
  - (iv) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading & unloading of materials at site. The prices should be inclusive of all taxes, duties, levies etc.
- 18.0 Foreign Bidders shall indicate the following in their offer:
  - (i) Bidders shall submit their unit & total prices on FOB International Port of Shipment, and C&F Port of entry, India basis as detailed out in the Price Schedule. The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit the OIL's right to contract on different terms.
  - (ii) Bidder shall also quote for Ocean Freight charges (including stowage charges) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.
- 19.0 All shipments of material and containerised cargo shall be made by suitable vessels certified for seaworthiness and complying with National/International safety regulations.
- 19.1 Seller shall inform the shipping details (Vessel details, Estimated Time of Arrival etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.
- 20.0 In case of placement of order, OIL reserves the right to convert the order from FOB Port of export to C&F Kolkata term considering the ocean freight quoted by the bidder in their offer. In case the order is converted to C&F Kolkata Port, the performance security amount shall also be enhanced considering the quoted ocean freight charges.

- 20.1 Bidder should confirm in their quotation that in case of C&F order, their nominated freight forwarder should provide Delivery Order under Single Window facility having office of local agent in India at Kolkata and offer 14 days free detention time of containers at discharging port.
- 21.0 In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to such components.
- 22.0 In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. OIL shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.
- 23.0 Both Indian bidder and Foreign bidder must note that no trans-shipment en route is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such transshipment and consequent handling/storage of the goods.
- 24.0 Indian bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
- 25.0 Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.

## 26.0 ROAD DESPATCH

- a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis. [Note: Sundry Consignment with weight lesser than 03(three) Tons shall be delivered at OIL's approved transporters godown.]
- b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.
- c) The Seller shall ensure with Transport Company the delivery of materials within a reasonable transit period. Seller shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transhipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.
- 27.0 Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc. should be clearly mentioned in the bid.

## 28.0 **SHORT SHIPMENTS**

Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser.

#### 29.0 **IMPORTANT NOTES**:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

a) Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the GM-Materials in presence of the authorized representatives of the bidders.

- b) Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form (if any, required as per tender), if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition.
- OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **PROFORMA 2** 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

- 31.0 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.
- 31.1 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 31.2 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

#### 32.0 PERFORMANCE SECURITY

Successful bidder shall be required to furnish a Performance Security equivalent to **3(three) percent (3%)** of total Order Value within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee **(PROFORMA - 3)** or in the form of a Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC).

A) The Bank Guarantee or irrevocable Letter of Credit (LC) for the purpose of Performance security should be from:

- i) Any schedule Indian Bank or any branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

Bank Guarantee issued by a Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable. Bank Guarantee issued by banks in India should be on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

- B) In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
  - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
  - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

- C) In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.
- D) The Performance Security shall be denominated in the currency of the contract.
- E) The Performance Security specified above must be valid for the entire duration of the Contract and warranty period with claim period of 03 (three) months beyond the warranty period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- F) The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance /unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance
- G) The Performance Security will not accrue any interest during its period of validity or extended validity.
- H) Bank charges, if any for submission of performance security shall be on supplier's account.
- I) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.
- J) Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.
- K) In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake

to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (3% of annualized contract value valid for three months beyond entire execution period).

33.0 Bidder upload completely filled up Commercial Check List (Annexure – D) and Bid Evaluation matrix (Technical) (Annexure – E) and Bid Evaluation Matrix (BRC) (Annexure – F) failing which their offer may be liable for rejection.

#### 34.0 **PAYMENT TERMS**

Refer to "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e- Procurement.

## 35.0 LIQUIDATED DAMAGE

"General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for e-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement. Liquidated Damage shall be recovered from the seller along with applicable GST.

The items covered in this Tender shall be used by Oil India Limited in the PEL/ML areas and hence Nil rate of Customs Duty towards import (for foreign bidders) and concessional GST @5% (for foreign & indigenous bidder) will be applicable as per Govt. Policy in vogue.

Overseas Bidders are not required to include Customs Duty and IGST components in their quoted cost, since all applicable taxes & Duties in India shall be to the account of Oil India Limited.

In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export Benefit Scheme, where import content is declared by the bidder for availing Custom Duty benefit on the import content.

Supplier shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL, if any. Further, Suppliers shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to Supplier's account.

In the event of the order, the successful bidder shall submit proforma/commercial invoice on or <u>before 45 days</u> of Delivery/Dispatch date stipulated in the order for processing Essentiality Certificate (EC) application.

37.0 Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.

## 38.0 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - 4** along with their offer failing which their offer shall be liable for rejection.

## 39.0 **COUNTRY OF ORIGIN**

In case of imported items, the successful bidder shall submit "Certificate of Origin" issued only by "Chambers of Commerce" along with the shipping document.

## 40.0 GOODS & SERVICES TAX(GST)

- 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act,2017.
  - (c) GST Law means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.
- 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed bybidders.

## 6. When Input tax credit is available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

#### When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

- 7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
- 41.0 PUBLIC PROCUREMENT POLICY AND PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:
  Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises (MSE) in the tender is furnished in "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement. Bidders are requested to take note of the same and to submit their offers accordingly.
- 41.1 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 issued by Ministry of Micro, Small and Medium Enterprises.

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

i. Udyam Registration No. with Udyam Registration certificate

<u>Note</u>: In case bidding MSE is owned by Schedule Caste or Schedule Tribe 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.

41.2 For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

## 42.0 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 amended from time to time. Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished as **APPENDIX – A1** of the tender document. 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.

# 43.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP) – Not applicable against this tender.

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.

43.1 Vide Gazette notification No. S-13026/1 /2020- IDD dated 31.12.2020, Ministry of Steel has issued certain amendment to the aforesaid policy. A copy of the said Gazette notification is also enclosed as APPENDIX - A3. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable.

#### 44.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

Banning Policy dated 6th January, 2017as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:

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

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

## 45.0 **OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES**

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

- 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
- 2. Certificate of incorporation.

3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

## 46.0 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.

## 47.0 **DOCUMENT VERIFICATION**:

Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

SI. No.	Name of Independent Inspection Agency	Contact E-mail ID	
i.	M/s. RINA India Pvt. Ltd.	<ul><li>a. ssd@rina.org</li><li>b. Andrea.Vattuone@rina.org</li></ul>	
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <u>rkjain@rcaindia.net</u> b. <u>info@rcaindia.net</u>	
iii.	M/s. GermanischerLlyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com	
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	<ul> <li>a. Jaimin.Bhatt@tuv-sud.in</li> <li>b. sanjaykumar.singh@tuv-sud.in</li> <li>c. Pankaj.Narkhede@tuv-sud.in</li> <li>d. Ajit.Yadav@tuv-sud.in</li> </ul>	

v.	M/s. IRCLASS Systems and Solutions Private Limited	<ul> <li>a. abhishek.singh@irclass.org</li> <li>b. pradeep.bansal@irclass.org</li> <li>c. Asim.Hajwani@irclass.org</li> <li>d. Amit.Ketkar@irclass.org</li> <li>e. industrial_services@irclass.org</li> </ul>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	<ul> <li>a. contact@gulflloyds.com</li> <li>b. bbhavsar@gulfllyods.com</li> <li>c. inspection@gulflloyds.com</li> <li>d. gulflloyds.india@gmail.com</li> </ul>
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	<ul> <li>a. Shailesh.Deotale@ind.tuv.com</li> <li>b. ravi.kumar@ind.tuv.com</li> <li>c. rupeshkumar.singh@ind.tuv.com</li> <li>d. Neeraj.Chaturvedi@ind.tuv.com</li> </ul>
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.co m j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

- 47.1 The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents against BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 47.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

- a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/ verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.
- c) Verification of documents are normally categorised as under:

## ➤ General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company last three years (minimum)
- Check Bidder's Certificate of Incorporation Domestic Bidder.

#### > Additional Documents: (If applicable against the tender)

- Joint Ventures Agreements To Double-check with JV Partners
- Consortium Agreements To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company To check the notarized Share Holding pattern

## > Technical Criteria

- To check Experience Proof –
- To Check the Completion Certificates Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- To check Original Work Order/Contract Copy
- To check any other document(s), if called for vide BEC/BRC of the Tender.

## > Financial Criteria

- Check and verify Audited Balance Sheet/CA certificate Turnover & Net Worth.
- Check Notarization validity, if any
- To check the Line of Credit, if incorporated in the tender.
- 48.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Clause on applicability of above restriction is furnished as **APPENDIX A4** of the tender document. Bidders are requested to take note of the clauses and submit their offers accordingly wherever applicable.

"Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, onlyif the bidder is registered with the competent authority"

Bidders must submit duly sealed & signed undertaking as per format provided vide, "PROFORMA 5" along with the technical bid.

Tender No.: SDG6653P22/09 dated 05.04.2021

## 49.0 TAX RESIDENCY CERTIFICATE CLAUSE

- 1. In accordance with Income Tax Act, 1961 Foreign bidders shall undertake in their Technical bid that in the event of placement of order on them, they shall submit below documents within 15 days from the date of issue of Purchase order. The documents are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):
  - (a) Tax Residency Certificate (TRC)
  - (b) Form No. 10 F (PROFORMA 6)
  - (c) No Business Connection or Permanent Establishment Certificate (PROFORMA 7)
- 2. Payment to Foreign supplier shall be released only after receipt of the above documents. Any delay in submission of Tax Residency Certificate (TRC), Form No. 10 F (Annexure -1) and/or PE certificate (Annexure -2) within specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the Foreign Supplier.
- 3. In addition to above particulars, the Foreign supplier should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the foreign supplier shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

\*\*\*\*\*\*

# <u>ANNEXURE – B</u>

## AA: TECHNICAL SPECIFICATIONS

SL NO.	ITEM DESCRIPTION	QTY
10	3.1/16" X 10 M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	
	A) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES conforming to API Spec. 16C, FSL-3 as per the following minimum specifications:	
	<ol> <li>Working Pressure: 10,000 PSI (703.07 kg / Cm2) Minimum</li> <li>Test Pressure: 15,000 PSI (1054.60 kg / Cm2) Minimum</li> <li>Burst Pressure: 22,500 PSI (1581.91 kg / Cm2) Minimum</li> <li>ID: 3 inches (76.20 mm) Minimum</li> <li>OD: 5 inches to 6 inches (127.00 mm - 152.40 mm)</li> <li>Length: 66 feet. (- 0 / + 2 ft.)</li> <li>Service Temp. Range: - 20 Deg. C to 100 Deg. C (Minimum range)</li> <li>Minimum Bending Radius: 0.88m (for storage) &amp; 1.32m (In service)</li> <li>Weight: Maximum 49.9 kg/m (in air empty)</li> </ol>	
	<ul> <li>10) End connection: API 3.1/16" x 6BX flanged x 10000 psi with BX-154 Stainless Steel/Inconel 625 lined Ring Groove and API 6A monogrammed (both End connectors should be of built-in integral either epoxy coflaxip type, nikanigen/nikaflex treated against corrosion or H2S resistant).</li> <li>11) Protection: Full length stainless steel outer wrap for extra mechanical</li> </ul>	
	protection.  12) Handling: Lifting / handling collar at each end with safety clamps and chains for easier handling.	
	13) Additional Certification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND LLOYD'S FIRE TEST OD/1000/499 FOR THE HOSE for Minimum 30 minutes (Bidder to categorically confirm compliance of the same).	
	14) High Temperature Exposure/Survival @ 170 Deg C (internal in a kick situation) as per API 16C 10.5.2.	
	15) Safety Clamps (2 nos), Lifting Collar Double Eyed (2 nos) and Safety Chain c/w Shackles on Each End (2 nos x 8 ft long) for each unit.	
	NOTE: Ends to be terminated with API 3.1/16" x 6BX flanges with BX-154 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed, full length stainless steel outer wrap and lifting collars at each end with safety clamps and chains for easier handling. Ends should be suitably protected to prevent damage during shipment.	
	B) ACCESSORIES FOR THE ABOVE (For each hose):	
	<ol> <li>Gasket, ring joint BX-154: 2 numbers for each hose</li> <li>Studs with two Hexagonal Nuts, size- 1" x 7.1/4", cadmium plated: 16 numbers for each Hose</li> <li>Torque Wrenches for item (2) above: 2 numbers for each Hose</li> </ol>	
	C) THIRD PARTY INSPECTION	
	<ol> <li>Bidder is to arrange for Third Party Inspection at manufacturer's plant as per the enclosed broad scope of work. Bidder should confirm that equipment / material supplied by them will be inspected by any of the following third party inspection agencies at their cost and Third Party</li> </ol>	

Inspection Report will be submitted along with the Shipping / Dispatch document. Bidder will quote the charges for such inspection separately and indicate in the priced bid which will be considered for bid evaluation.

- a) Bureau Veritas (BV)
- b) Lloyd Register of Shipping
- c) Det Norske Veritas (DNV)
- d) RITES
- e) Indian Register of Shipping (IRS)
- 2) Scope of Third Party Inspection:
  - i) APPLICABLE API STANDARD: API 16C and 6A
  - ii) Broad scope of third party inspection to be as under:
    - a) Stage of inspection: Final stage.
    - b) Kind of inspection: Review of documents and Visual inspection.
    - c) Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited along with dispatch documents.
  - iii) Review of documents to include:
    - a) Manufacturers QA Plan and API qualification certificate.
    - b) General Assembly drawing.
    - c) Production Record.
    - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment etc)
    - e) Product Inspection report.
    - f) Performance verification test Records as per API 16C and API 6A.
  - iv) Visual inspection to include:
    - a) Overall Visual and Dimensional Inspection.
    - b) Verify the material and components are brand new and recently manufactured.
    - c) Verify that the item is in accordance with the PO specification and API monogrammed.
    - Witness final testing / performance testing (pressure testing) as per API 16C and API 6A certification and submission of the records.

## 20 3.1/8" X 5 M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD

02 No.

- A) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES Conforming to API Spec. 16C, FSL-3 as per the following minimum specifications:
- 1) Working Pressure: 5,000 PSI (351.53 kg / Cm2) Minimum
- 2) Test Pressure: 7,500 PSI (527.30 kg / Cm2) Minimum
- 3) Burst Pressure: 12,500 PSI (878.84 kg / Cm2) Minimum
- 4) ID: 3 inches (76.20 mm) Minimum
- 5) OD: 5 inches to 6 inches (127.00 mm 152.40 mm)
- 6) Length: 66 feet. (- 0 / + 2 ft.)
- 7) Service Temp. Range: 20 Deg. C to 100 Deg. C (Minimum range)
- 8) Minimum Bending Radius: 0.83m (for storage) & 1.32m (In service)

- 9) Weight: Maximum 50.0 kg/m (in air empty)
- 10) End connection: API 3.1/8" x 6B flanged x 5000 psi with RX-35 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed (both End connectors should be of built-in integral either epoxy coflaxip type, ni-kanigen / nikaflex treated against corrosion or H#S resistant).
- 11) Protection: Full length stainless steel outer wrap for extra mechanical protection.
- 12) Handling: Lifting / handling collar at each end with safety clamps and chains for easier handling.
- 13) Additional Certification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND LLOYD'S FIRE TEST OD/1000/499 FOR THE HOSE for Minimum 30 minutes (Bidder to categorically confirm compliance of the same).
- 14) High Temperature Exposure/Survival @ 170 Deg C (internal in a kick situation) as per API 16C 10.5.2.
- 15) Safety Clamps (2 nos), Lifting Collar Double Eyed (2 nos) and Safety Chain c/w Shackles on Each End (2 nos x 8 ft long) for each unit.

NOTE: Ends to be terminated with API 3.1/8" x 6B flanges with RX-35 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed, full length stainless steel outer wrap and lifting collars at each end with safety clamps and chains for easier handling. Ends should be suitably protected to prevent damage during shipment.

## B) ACCESSORIES FOR THE ABOVE (For each hose):

- 1) Gasket, ring joint RX-35: 10 numbers for each hose
- 2) Studs with two Hexagonal Nuts, size 1.1/8" x 7.3/4", cadmium plated: 32 numbers for each Hose
- 3) Torque Wrenches for item (2) above: 04 numbers for each Hose

## C) THIRD PARTY INSPECTION

- 1) Bidder is to arrange for Third Party Inspection at manufacturer's plant as per the enclosed broad scope of work. Bidder should confirm that equipment / material supplied by them will be inspected by any of the following third party inspection agencies at their cost and Third Party Inspection Report will be submitted along with the Shipping / Dispatch document. Bidder will quote the charges for such inspection separately and indicate in the priced bid which will be considered for bid evaluation.
  - a) Bureau Veritas (BV)
  - b) Lloyd Register of Shipping
  - c) Det Norske Veritas (DNV)
  - d) RITES
  - e) Indian Register of Shipping (IRS)

## 2) Scope of Third Party Inspection:

- i) APPLICABLE API STANDARD: API 16C and 6A
- ii) Broad scope of third party inspection to be as under:
  - a) Stage of inspection: Final stage.
  - b) Kind of inspection: Review of documents and Visual inspection.
  - c) Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited

along with dispatch documents.

#### iii) Review of documents to include:

- a) Manufacturers QA Plan and API qualification certificate.
- b) General Assembly drawing.
- c) Production Record.
- d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment etc)
- e) Product Inspection report.
- Performance verification test Records as per API 16C and API
   6A.

## iv) Visual inspection to include:

- a) Overall Visual and Dimensional Inspection.
- b) Verify the material and components are brand new and recently manufactured.
- c) Verify that the item is in accordance with the PO specification and API monogrammed.
- d) Witness final testing / performance testing (pressure testing) as per API 16C and API 6A certification and submission of the records.

## 30 2.1/16" x 5M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD

05 No.

- A) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES Conforming to API Spec. 16C, FSL-3 as per the following minimum specifications:
- 1) Working Pressure: 5,000 PSI (351.53 kg / Cm2) Minimum
- 2) Test Pressure: 7,500 PSI (527.30 kg / Cm2) Minimum
- 3) Burst Pressure: 12,500 PSI (878.84 kg / Cm2) Minimum
- 4) ID: 2 inches (50.80 mm) Minimum
- 5) OD: 4 inches to 5 inches (101.60 mm 127.00 mm)
- 6) Length: 66 feet. (- 0 / + 2 ft.)
- 7) Service Temp. Range: 20 Deg. C to 100 Deg. C (Minimum range)
- 8) Minimum Bending Radius: 0.85m (for storage) & 1.25m (In service)
- 9) Weight: Maximum 35.0 kg/m (in air empty)
- 10) End connection: API 2.1/16" x 6B flanged x 5000 psi with RX-24 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed (both End connectors should be of built-in integral either epoxy coflaxip type, ni-kanigen / nikaflex treated against corrosion or H2S resistant).
- 11) Protection: Full length stainless steel outer wrap for extra mechanical protection.
- 12) Handling: Lifting / handling collar at each end with safety clamps and chains for easier handling.
- 13) Additional Certification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND LLOYD'S FIRE TEST OD/1000/499 FOR THE HOSE (Bidder to categorically confirm compliance of the same).
- 14) High Temperature Exposure/Survival @ 177 Deg C (internal in a kick situation) As Per API 16C B.12.5.2.
- 15) Safety Clamps (2 nos.), Lifting Collar Double Eyed (2 nos.) and Safety Chain c/w Shackles on Each End (2 nos. x 8 ft long) for each unit.

**NOTE**: Ends to be terminated with API 2.1/16" x 6B flanges with RX-24 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed, full length stainless steel outer wrap and lifting collars at each end with

safety clamps and chains for easier handling. Ends should be suitably protected to prevent damage during shipment.

#### B) ACCESSORIES FOR THE ABOVE (For each hose):

- 1) Gasket, ring joint RX-24: 10 numbers for each hose
- 2) Studs with two Hexagonal Nuts, size 7/8" x 6.1/4", cadmium plated: 32 numbers for each Hose
- 3) Torque Wrenches for item (2) above: 4 numbers for each Hose

## C) THIRD PARTY INSPECTION

- 1) Bidder is to arrange for Third Party Inspection at manufacturer's plant as per the enclosed broad scope of work. Bidder should confirm that equipment / material supplied by them will be inspected by any of the following third party inspection agencies at their cost and Third Party Inspection Report will be submitted along with the Shipping / Dispatch document. Bidder will quote the charges for such inspection separately and indicate in the priced bid which will be considered for bid evaluation.
  - a) Bureau Veritas (BV)
  - b) Lloyd Register of Shipping
  - c) Det Norske Veritas (DNV)
  - d) RITES
  - e) Indian Register of Shipping (IRS)
- 2) Scope of Third Party Inspection:
  - i) APPLICABLE API STANDARD: API 16C and 6A
  - ii) Broad scope of third party inspection to be as under:
    - a) Stage of inspection: Final stage.
    - b) Kind of inspection: Review of documents and Visual inspection.
    - c) Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited along with dispatch documents.
  - iii) Review of documents to include:
    - a) Manufacturers QA Plan and API qualification certificate.
    - b) General Assembly drawing.
    - c) Production Record.
    - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment etc)
    - e) Product Inspection report.
    - f) Performance verification test Records as per API 16C and API 6A.
  - iv) Visual inspection to include:
    - a) Overall Visual and Dimensional Inspection.
    - b) Verify the material and components are brand new and recently manufactured.
    - c) Verify that the item is in accordance with the PO specification and API monogrammed.

	d) Witness final testing / performance testing (pressure testing) as per API 16C and API 6A certification and submission of the records.	
40 3	.1/16" 10M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	02 No.
Д	A) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES Conforming to API Spec. 16C, FSL-3 as per the following minimum specifications:	
2 3 4 5 6 7 8 9 1 1 1 1 1 1 1 1 1 S fits fits fits fits fits fits fits fits	Working Pressure: 10,000 PSI (703.07 kg / Cm2) Minimum  Test Pressure: 15,000 PSI (1054.60 kg / Cm2) Minimum  Burst Pressure: 22,500 PSI (1581.91 kg / Cm2) Minimum  OD: 3 inches (76.20 mm) Minimum  OD: 5 inches to 6 inches (127.00 mm - 152.40 mm)  Length: 66 feet. (- 0 / + 2 ft.)  Service Temp. Range: - 20 Deg. C to 100 Deg. C (Minimum range)  Minimum Bending Radius: 0.88m (for storage) & 1.32m (In service)  Weight: Maximum 49.9 kg/m (in air empty)  End connection: API 3.1/16" x 6BX flanged x 10000 psi with BX-154 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed (both End connectors should be of built-in integral either epoxy coflaxip type, ni-kanigen / nikaflex treated against corrosion or H2S resistant).  Protection: Full length stainless steel outer wrap for extra mechanical protection.  Handling: Lifting / handling collar at each end with safety clamps and chains for easier handling.  Additional Certification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND LLOYD'S FIRE TEST OD/1000/499 FOR THE HOSE (Bidder to categorically confirm compliance of the same).  High Temperature Exposure/Survival @ 177 Deg C (internal in a kick situation) As Per API 16C B.12.5.2.  Safety Clamps (2 nos), Lifting Collar Double Eyed (2 nos) and Safety Chain c/w Shackles on Each End (2 nos x 8 ft long) for each unit.  MOTE: Ends to be terminated with API 3.1/16" x 6BX flanges with BX-154 tainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed, will length stainless steel outer wrap and lifting collars at each end with afety clamps and chains for easier handling. Ends should be suitably protected to prevent damage during shipment.	
В	ACCESSORIES FOR THE ABOVE (For each hose):	
2	<ul> <li>Gasket, ring joint BX-154: 2 numbers for each hose</li> <li>Studs with two Hexagonal Nuts, size- 1" x 7.1/4", cadmium plated: 16 numbers for each Hose</li> </ul>	
3	) Torque Wrenches for item (2) above: 2 numbers for each Hose	
C	THIRD PARTY INSPECTION	
1	Bidder is to arrange for Third Party Inspection at manufacturer's plant as per the enclosed broad scope of work. Bidder should confirm that equipment / material supplied by them will be inspected by any of the following third party inspection agencies at their cost and Third Party Inspection Report will be submitted along with the Shipping / Dispatch document. Bidder will quote the charges for such inspection separately and indicate in the priced bid which will be considered for bid evaluation.	

evaluation.

- a) Bureau Veritas (BV)
- b) Lloyd Register of Shipping
- c) Det Norske Veritas (DNV)
- d) RITES
- e) Indian Register of Shipping (IRS)
- 2) Scope of Third Party Inspection:
  - i) APPLICABLE API STANDARD: API 16C and 6A
  - ii) Broad scope of third party inspection to be as under:
  - a) Stage of inspection: Final stage.
  - b) Kind of inspection: Review of documents and Visual inspection.
  - Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited along with dispatch documents.
  - iii) Review of documents to include:
  - a) Manufacturers QA Plan and API qualification certificate.
  - b) General Assembly drawing.
  - c) Production Record.
  - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment etc)
  - e) Product Inspection report.
  - f) Performance verification test Records as per API 16C and API 6A.
  - iv) Visual inspection to include:
  - a) Overall Visual and Dimensional Inspection.
  - b) Verify the material and components are brand new and recently manufactured.
  - c) Verify that the item is in accordance with the PO specification and API monogrammed.
  - d) Witness final testing / performance testing (pressure testing) as per API 16C and API 6A certification and submission of the records.

## BB. GENERAL NOTE FOR BIDDERS:

- 1. 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 at destination, 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.
- 2. Bidder must provide detailed specifications of the offered product and should forward relevant Catalogue, Drawings with exploded views and Literature (in printed form, not in computer media such as floppies or CDs) indicating the quoted items along with the quotation.
- 3. Items shall be manufactured, tested & certified as per latest editions of API Spec. 16C and API Spec 6A for the end flanges. In support of manufacturing the item as per API, the bidder should submit copies of API 16C (Having relevant authorization) certificates with validity covering minimum 05 (five) years continuously preceding the original bid closing date of the tender and valid copy of API 6A.

- 4. Markings (including API monogram) shall be done as per API Spec 16C (latest edition) and API Spec. 6A (latest edition).
- 5. Bidders are to quote for all the items as indicated in the NIT.
- 6. The Bidder should indicate the dimensions and weight of the offered items, the country of origin and port of dispatch of the materials.
- 7. The flexible hoses shall be tested in accordance with API spec. 16C; including fire and high temperature exposure tests and the flanges shall be tested in accordance with API spec. 6A. In the event of order the supply must include the mill test certificates for each of the items. Bidder should categorically confirm while quoting.
- 8. Bidder should note that in the event of an order the API license 16C for manufacturing the flexible steel hose and API license 6A for manufacturing the flanges along with authorization for API monogramming should be valid, without any break, till execution of purchase order. Bidder to submit valid relevant API certificate along with the supply. Bidder should categorically confirm compliance while quoting.
- 9. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.

\*\*\*\*\*\*

## **ANNEXURE - C**

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

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

## AA: <u>BID REJECTION CRITERIA (BRC):</u>

## (A.1) BRC-TECHNICAL:

- 1.0 The bidder should be an **Original Equipment Manufacturer (OEM)** of the offered item(s), and in the event of order, order shall be issued directly to bidder (OEM) only.
- 2.1 The bidder should have an experience of minimum 5 (five) years in manufacturing of the tendered items under API spec. 16C certification preceding the original bid closing date of the tender. Copies of API 16C (Having relevant authorization) certificates for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno commercial bid. Bids without copies of valid API 16C certificates or with break in between will be rejected.
- 2.2.1 The bidder should also have the experience of supplying at least 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher pressure rating and same or higher sizes, to E&P companies / Drilling Contractors / Drilling service providers in 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).

Documentary evidence to substantiate supply record should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as:

- I. Signed and sealed Satisfactory supply / completion / installation 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 / GST. (OR)
- V. Commercial Invoice / Payment Invoice.

## Note:

- a) The Purchase Order date need not be within 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender.
- b) Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
- c) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp. Originals are to be produced for verification on demand of OIL.

- 2.2.2 In case, for supplementing manufacturer's supply experience criteria (2.2.1), the manufacturer submits Purchase Order(s) and relevant documents which is through their sole selling agent/distributor/dealer/supply house, then following additional documents are also to be submitted:
  - a) Copies of signed Purchase Order(s)/Contract agreement(s) between the manufacturer and the sole selling agent/distributor/dealer/supply house and copies of any of the following documents in respect of satisfactory execution of each of those Purchase Order(s)/Contract agreement(s).
    - i) Bill of Lading (OR)
    - ii) Commercial Invoice/Payment of Invoice of the OEM (OR)
    - Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.
- 3.0 The bidder shall categorically confirm that the equipment/products will be tested and certified as per the latest edition of API Spec. 16C.
- 4.0 The bidder must keep API licenses along with authorization for API monogram valid till execution of purchase order and must categorically confirm that the offered product will be supplied with API Monogram.
- 5.0 In case renewal process of API license is in progress at the time of bidding, the bidder should furnish a letter from API to this effect that renewal of the license is under examination with API and is authorized to manufacture the items as per API license and to use API monogram till the renewal for license is issued. The bidder shall also submit an undertaking that delay in renewal of API certificate shall not affect the stipulated delivery schedule of the tender / purchase order.

## 6.0 **DELIVERY PERIOD**:

<u>INDIAN BIDDER</u>: Materials must be despatched within 05 (Five) months from the date of placement of order by OIL. The date of clear LR or C/Note shall be considered as the date of delivery.

<u>FOREIGN BIDDER</u>: Materials must delivered on FOB, Port of Shipment basis within 05(five) months from the date of opening of Letter of Credit by OIL. The date of unambiguous Bill of Lading (B/L) shall be considered as the date of delivery.

Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.

#### (A.2) BRC - FINANCIAL:

- 1.0 The bidder shall have an annual financial turnover of minimum INR 3,23,97,500.00 or USD 443,437.00 during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.
- 2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.
- 3.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking (PROFORMA 8) certifying that 'the balance sheet/Financial Statements for the financial year (as applicable) 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 9)

OR

- ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, selfattested/digitally signed printed published accounts are also acceptable.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

#### (A.3) BRC – COMMERCIAL:

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- Bids are invited online under **SINGLE STAGE TWO BID SYSTEM**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid**. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.
- 2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 3.0 Bids received in physical form against online invitation shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.
- 4.0 Bids containing incorrect/false/misleading statement(s) shall be rejected.
- 5.0 Validity of the bid shall be **minimum 120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 6.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of 18(Eighteen) months from the date of shipment/dispatch or 12(Twelve) months from the date of receipt of items at destination, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.

- 7.0 Successful bidder will be required to furnish a Performance Bank Guarantee @3% of the order value. The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement [Please refer "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement)]. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.
- 8.0 Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 9.0 Bidders are to quote for all the items in full quantity as indicated in the NIT.
- 10.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
  - i) Liquidated Damages
  - ii) Warranty/Guarantee of material
  - iii) Arbitration / Resolution of Dispute
  - iv) Force Majeure
  - v) Applicable Laws
- 11.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:
  - a) Validity of bid shorter than the validity indicated in the Tender.
  - b) Incase the party refuses to sign Integrity Pact.

#### 12.0 PRICE SCHEDULE:

Bidder shall submit the Price Break up as per Price Bid Format (ANNEXURE - G). Bidders should fill up the annexure(s), sign and upload under "Notes & Attachments" > "Attachments" only.

#### **BB:** BID EVALUATION CRITERIA:

- 1.0 The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
  - (i) Price Bid Format (SUMMARY) for Foreign Bidders:
  - (1) Basic Material Value including TPI, if any (to indicate HSN code):
  - (2) Pre-despatch Inspection Charges, if any
  - (3) Packing & FOB charges
  - (4) FOB Value (1+2+3)
  - (5) Ocean Freight Charges upto Kolkata, India
  - (6) Insurance, @0.5% of Total FOB Value (4)
  - (7) Banking Charges @1 % of Total FOB Value (4) above in case of payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5% of Total FOB Value(4) will be loaded)
  - (8) CIF Landed Value (4+5+6+7)
  - (9) Basic Custom Duty (including cess, if any) on (8)
  - (10) CIF Landed Value + CD (8+9)
  - (11) IGST (including cess, if any) on (10)
  - (12) Compensatory Cess on (11), if any:
  - (13) CIF+CD+GST Landed Value, (10+11+12)
  - (14) Training Charges, if any:
  - (15) GST on Training Charges (14):
  - (16) Installation & Commissioning Charges, if any:
  - (17) GST on Instillation & Commissioning Charges (16):

- (18) AMC Charges, if any
- (19) GST on AMC Charges (18)
- (20) Total Value (13+14+15+16+17+18+19)

#### (iii) Price Bid Format (SUMMARY) for Indigenous Bidders:

- (1) Basic Material Value including TPI, if any (to indicate HSN code)
- (2) Pre-despatch Inspection Charges, if any inclusive of GST
- (3) Packing & Forwarding charges, if any
- (4) Total Ex-Works Value (1+2+3)
- (5) GST on Ex-Works Value (4)
- (6) Compensatory Cess, if any
- (7) Total FOR Despatching Station Value (4+5+6)
- (8) Inland Freight Charges upto Duliajan, Assam
- (9) GST on Inland Freight (8)
- (10) Transit Insurance Charges, if any including GST
- (11) Training Charges, if any
- (12) GST on Training Charges (11)
- (13) Installation & Commissioning Charges, if any
- (14) GST on Installation & Commissioning Charges (13)
- (15) AMC Charges, if any
- (16) GST on AMC Charges (15)
- (17) Total (7+8+9+10+11+12+13+14+15+16)
- **1.1** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections/adjustments given herein.
  - (I) When only foreign bidders are involved:

Comparison will be done on Total value vide SI. no 20.

#### (II) When both foreign & Domestic bidders are involved:

Comparison will be done on total value vide SI no 20 of foreign bidder and total value vide SI. no 17(excluding SI no 8, 9, 10) of domestic bidder.

## (III) When only domestic bidders are involved:

Comparison will be done on Total value vide SI no 17 of Domestic bidder.

#### Note:

- (a) Domestic bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.
- (b) For enquiries with duty exemption benefit The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable Customs Duty for import of goods shall be ZERO. However, IGST@ 5%shall be applicable. IGST@ 5% shall be applicable for Indigenous bidders also under deemed export benefit.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

## **ANNEXURE - D**

## **COMMERCIAL CHECK LIST**

**A.** The Commercial Check List must be completed and returned with your offer. Please ensure that all these points are covered in your offer. These will ensure that your offer is properly evaluated. Please select "yes" or "no" to the following questions, in the right hand column.

SI. No.	REQUIREMENT	COMPLIANCE Yes/No/Not Applicable
1.0	Whether bid submitted under Single Stage Two Bid System?	
2.0	Whether quoted as manufacturer?	
2.1	Whether quoted as OEM Dealer/Supply House.	
2.2	If quoted as OEM Dealer/Supply House	
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether Purchase Preference claimed? If so, whether under -	
	(i) PPLC (Whether relevant documents uploaded?)	
	(ii) MSE (Whether relevant documents uploaded?)	
	(iii) DMS&IP (Whether relevant documents uploaded?) Not applicable against this tender.	
4.0	Whether offered firm prices?	
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	
4.2	Whether quoted a firm delivery period?	
4.3	Whether agreed to the NIT Warranty clause?	
4.4	Whether confirmed acceptance of tender Payment Terms as per Tender?	
5.0	Whether confirmed to submit PBG as asked for in NIT?	
5.1	Whether agreed to submit PBG within 30 days of placement of order?	
6.0	Whether Price submitted as per Price Schedule?	
6.1	Whether cost of Recommended Spares for 2 years of operations quoted (if applicable)?	
7.0	Whether quoted as per NIT (without any deviations)?	
7.0	Whether quoted any deviation?	
7.1	Whether deviation separately highlighted?	
8.0	Whether indicated the country of origin for the items quoted?	
8.1	Whether technical literature / catalogue enclosed?	
8.2	Whether weight & volume of items offered indicated?	
9.0	For Foreign Bidders - Whether offered FOB/FCA port of despatch including sea/air worthy packing & forwarding?	
9.1	For Foreign Bidders – Whether port of shipment indicated? To specify:	
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance)?	
9.3	Whether Indian Agent applicable?	
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0		
	To specify:	
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	
10.2	For Indian Bidders only - Whether offered Ex-works price is including packing/forwarding	
	charges?	

10.3	For Indian Bidders only - Whether indicated import content in the offer?	
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	
11.0	Whether all BRC/BEC clauses accepted?	
12.0	Whether Integrity Pact with digital signature uploaded?	
12.1	Whether all the clauses in the Integrity Pact have been accepted?	
13.0	Whether indicated 'Local Content' required as per PPLC Policy?	
14.0	Whether indicated the import content in Price Bid?	

# B. <u>ADDITIONAL INFORMATION (To be filled up by bidder and submit along with Technical Bid)</u>:

SI No	Requirement	Bidder's Reply
1	Offer reference & Date	
2	Name, Address, Phone No & E-mail of Bidder	
3	Bank details of Bidder	
4	Name of Manufacturer	
5	Bid validity	
6	Payment Terms	
7	Guarantee/Warranty Terms	
8	Delivery Period	
9	Country of Origin	
10	Port of Despatch/Despatching Station	
11	Confirm submission Integrity pact, if required as per NIT	
12	Confirm acceptance of PBG clause, if required as per NIT	
13	Compliance to:	
	Liquidated Damage	
	Warranty/Guarantee	
	Arbitration/Resolution of Dispute	
	Force Majeure	
	Applicable laws	
14	Confirm submission of the balance sheet/Financial Statements for the	
	financial year (as applicable). If not, whether declaration as per BRC	
	submitted (PROFORMA - 8).	
15	Confirm submission of undertaking towards authenticity of submitted	
	documents.	
16	Exception/Deviations quoted, if any, to be given in details or refer to	
	respective page of the bid documents. ANNEXURE III of General Terms &	
	Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005	
	for E-procurement (ICB Tenders) submitted in this regard?	
17	Whether submitted all the applicable Annexures as per document General	
	Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-	
	01/2005 for E-procurement (ICB Tenders).	

\*\*\*\*\*\*

## ANNEXURE - E

BID EVALUATION MATRIX (TECHNICAL)					
	(TO BE FILLED IN BY BIDDER DULY SIGNED) TECHNICAL SPECIFICATIONS				
			TO BE FILLED BY THE BIDDER		
Item No.		BIDDER'S RESPONSE (Complied / Not Complied/Deviation / Not	Relevant Location of their Bid to support the remarks/compliance		
		Applicable)	(Reference of Document name / Serial number / Page number of bid for documentary evidence)		
10	3.1/16" X 10 M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD				
	D) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES conforming to API Spec. 16C, FSL-3 as per the following minimum specifications:				
	<ol> <li>Working Pressure: 10,000 PSI (703.07 kg / Cm2) Minimum</li> <li>Test Pressure: 15,000 PSI (1054.60 kg / Cm2) Minimum</li> <li>Burst Pressure: 22,500 PSI (1581.91 kg / Cm2) Minimum</li> <li>ID: 3 inches (76.20 mm) Minimum</li> <li>OD: 5 inches to 6 inches (127.00 mm - 152.40 mm)</li> <li>Length: 66 feet. (- 0 / + 2 ft.)</li> <li>Service Temp. Range: - 20 Deg. C to 100 Deg. C (Minimum range)</li> <li>Minimum Bending Radius: 0.88m (for storage) &amp; 1.32m (In service)</li> <li>Weight: Maximum 49.9 kg/m (in air empty)</li> <li>End connection: API 3.1/16" x 6BX flanged x 10000 psi with BX-154 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed (both End connectors should be of built-in integral either epoxy coflaxip type, ni-kanigen / nikaflex treated against corrosion or H2S resistant).</li> <li>Protection: Full length stainless steel outer wrap for extra mechanical protection.</li> <li>Handling: Lifting / handling collar at each end with safety clamps and chains for easier handling.</li> <li>Additional Certification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND LLOYD'S FIRE TEST OD/1000/499 FOR THE HOSE for Minimum 30 minutes (Bidder to categorically confirm compliance of the same).</li> </ol>				

14) High Temperature Exposure/Survival @ 170 Deg C (internal in a kick situation) As Per API 16C 10.5.2.	
15) Safety Clamps (2 nos), Lifting Collar Double Eyed (2 nos) and Safety Chain c/w Shackles on Each End (2 nos x 8 ft long) for each unit.	
NOTE: Ends to be terminated with API 3.1/16" x 6BX flanges with BX-154 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed, full length stainless steel outer wrap and lifting collars at each end with safety clamps and chains for easier handling. Ends should be suitably protected to prevent damage during shipment.	
B) ACCESSORIES FOR THE ABOVE (For each hose):	
1) Gasket, ring joint BX-154: 2 numbers for each hose	
2) Studs with two Hexagonal Nuts, size- 1" x 7.1/4", cadmium plated: 16 numbers for each Hose	
3) Torque Wrenches for item (2) above: 2 numbers for each Hose	
C) THIRD PARTY INSPECTION	
1) Bidder is to arrange for Third Party Inspection at manufacturer's plant as per the enclosed broad scope of work. Bidder should confirm that equipment / material supplied by them will be inspected by any of the following third party inspection agencies at their cost and Third Party Inspection Report will be submitted along with the Shipping / Dispatch document. Bidder will quote the charges for such inspection separately and indicate in the priced bid which will be considered for bid evaluation.	
a) Bureau Veritas (BV)	
b) Lloyd Register of Shipping	
c) Det Norske Veritas (DNV)	
d) RITES	
e) Indian Register of Shipping (IRS)	
2) Scope of Third Party Inspection:	
i) APPLICABLE API STANDARD: API 16C and 6A	
ii) Broad scope of third party inspection to be as under:	
a) Stage of inspection: Final stage.	
b) Kind of inspection: Review of documents and Visual inspection.	

	c) Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited along with dispatch documents.	
	iii) Review of documents to include:	
	<ul> <li>a) Manufacturers QA Plan and API qualification certificate.</li> <li>b) General Assembly drawing.</li> <li>c) Production Record.</li> <li>d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment etc)</li> </ul>	
	<ul><li>e) Product Inspection report.</li><li>f) Performance verification test Records as per API 16C and API 6A.</li></ul>	
	iv) Visual inspection to include:	
	<ul> <li>a) Overall Visual and Dimensional Inspection.</li> <li>b) Verify the material and components are brand new and recently manufactured.</li> <li>c) Verify that the item is in accordance with the PO specification and API monogrammed.</li> <li>d) Witness final testing / performance testing (pressure testing) as per API 16C and API 6A certification and submission of the records.</li> </ul>	
20	3.1/8" X 5 M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	
	A) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES Conforming to API Spec. 16C, FSL-3 as per the following minimum specifications:	
	<ol> <li>Working Pressure: 5,000 PSI (351.53 kg / Cm2) Minimum</li> <li>Test Pressure: 7,500 PSI (527.30 kg / Cm2) Minimum</li> <li>Burst Pressure: 12,500 PSI (878.84 kg / Cm2) Minimum</li> <li>ID: 3 inches (76.20 mm) Minimum</li> <li>OD: 5 inches to 6 inches (127.00 mm - 152.40 mm)</li> <li>Length: 66 feet. (- 0 / + 2 ft.)</li> <li>Service Temp. Range: - 20 Deg. C to 100 Deg. C (Minimum range)</li> <li>Minimum Bending Radius: 0.83m (for storage) &amp; 1.32m (In service)</li> <li>Weight: Maximum 50.0 kg/m (in air empty)</li> <li>End connection: API 3.1/8" x 6B flanged x 5000 psi with RX-35 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed (both End connectors should be of built-in integral</li> </ol>	

either epoxy coflaxip type, ni-kanigen / nikaflex treated against corrosion or H#S resistant).  11) Protection: Full length stainless steel outer wrap for extra mechanical protection.  12) Handling: Lifting / handling collar at each end with safety clamps and chains for easier handling.  13) Additional Certification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND LLOYD'S FIRE TEST OD/1000/499 FOR THE HOSE for Minimum 30 minutes (Bidder to categorically confirm compliance of the same).  14) High Temperature Exposure/Survival @ 170 Deg C (internal in a kick situation) as per API 16C 10.5.2.  15) Safety Clamps (2 nos), Lifting Collar Double Eyed (2 nos) and Safety Chain c/w Shackles on Each End (2 nos x 8 ft long) for each unit.  NOTE: Ends to be terminated with API 3.1/8" x 6B flanges with RX-35 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed, full length stainless steel outer wrap and lifting collars at each end with safety clamps and chains for easier handling. Ends should be suitably protected to prevent damage during shipment.	
B) ACCESSORIES FOR THE ABOVE (For each hose):  1) Gasket, ring joint RX-35: 10 numbers for each hose  2) Studs with two Hexagonal Nuts, size - 1.1/8" x 7.3/4", cadmium plated: 32 numbers for each Hose  3) Torque Wrenches for item (2) above: 04 numbers for each Hose	
<ul> <li>THIRD PARTY INSPECTION</li> <li>Bidder is to arrange for Third Party Inspection at manufacturer's plant as per the enclosed broad scope of work. Bidder should confirm that equipment / material supplied by them will be inspected by any of the following third party inspection agencies at their cost and Third Party Inspection Report will be submitted along with the Shipping / Dispatch document. Bidder will quote the charges for such inspection separately and indicate in the priced bid which will be considered for bid evaluation.</li> <li>a) Bureau Veritas (BV)</li> <li>b) Lloyd Register of Shipping</li> </ul>	
c) Det Norske Veritas (DNV) d) RITES e) Indian Register of Shipping (IRS)	

	Scope of Third Party Inspection:	
	2) Scope of filled fairly inspection.	
	i) APPLICABLE API STANDARD: API 16C and 6A	
	ii) Broad scope of third party inspection to be as under:	
	a) Stage of inspection: Final stage.	
	b) Kind of inspection: Review of documents and Visual inspection.	
	c) Release of inspection note by inspection agency to the manufacturer who will submit	
	the same to Oil India Limited along with dispatch documents.	
	iii) Review of documents to include:	
	a) Manufacturers QA Plan and API qualification certificate.	
	b) General Assembly drawing.	
	c) Production Record.	
	d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat	
	Treatment etc)	
	e) Product Inspection report.	
	f) Performance verification test Records as per API 16C and API 6A.	
	iv) Visual inspection to include:	
	a) Overall Visual and Dimensional Inspection.	
	b) Verify the material and components are brand new and recently manufactured.	
	c) Verify that the item is in accordance with the PO specification and API	
	monogrammed.	
	d) Witness final testing / performance testing (pressure testing) as per API 16C and API	
	6A certification and submission of the records.	
30	2.1/16" x 5M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	
	A) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES Conforming to API Spec. 16C, FSL-	
	3 as per the following minimum specifications:	
	4) Marking Dangaran - F 000 BCI /2F4 F2 by / Car2 NA ' '	
	1) Working Pressure: 5,000 PSI (351.53 kg / Cm2) Minimum	
	2) Test Pressure : 7,500 PSI (527.30 kg / Cm2) Minimum	
	3) Burst Pressure : 12,500 PSI (878.84 kg / Cm2) Minimum	

T -x		T	
7	es (50.80 mm) Minimum		
*	es to 5 inches (101.60 mm - 127.00 mm)		
, ,	feet. (- 0 / + 2 ft.)		
·	o. Range: - 20 Deg. C to 100 Deg. C (Minimum range)		
8) Minimum Be	nding Radius: 0.85m (for storage) & 1.25m (In service)		
9) Weight : Ma	aximum 35.0 kg/m (in air empty)		
10) End connecti	ion: API 2.1/16" x 6B flanged x 5000 psi with RX-24 Stainless Steel / Inconel 625		
lined Ring Gr	oove and API 6A monogrammed (both End connectors should be of built-in integral		
either epoxy	coflaxip type, ni-kanigen / nikaflex treated against corrosion or H2S resistant).		
11) Protection: F	ull length stainless steel outer wrap for extra mechanical protection.		
12) Handling: Lift	ring / handling collar at each end with safety clamps and chains for easier handling.		
13) Additional Co	ertification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND		
LLOYD'S FIRE	TEST OD/1000/499 FOR THE HOSE (Bidder to categorically confirm compliance of		
the same).			
14) High Temper	ature Exposure/Survival @ 177 Deg C (internal in a kick situation) As Per API 16C		
B.12.5.2.	,		
15) Safety Clamp	s (2 nos.), Lifting Collar Double Eyed (2 nos.) and Safety Chain c/w Shackles on Each		
	8 ft long) for each unit.		
,	G,		
NOTE: Ends to be	e terminated with API 2.1/16" x 6B flanges with RX-24 Stainless Steel / Inconel 625		
	and API 6A monogrammed, full length stainless steel outer wrap and lifting collars		
	safety clamps and chains for easier handling. Ends should be suitably protected to		
prevent damage			
prevene damage (	sumg simplification		
R) ACCESSORIES	S FOR THE ABOVE (For each hose):		
by Accessonies	TON THE ABOVE (FOR COOK HOSSE).		
1) Gasket, ring j	oint RX-24: 10 numbers for each hose		
, , , , , , , , , , , , , , , , , , , ,	vo Hexagonal Nuts, size - 7/8" x 6.1/4", cadmium plated: 32 numbers for each Hose		
	sches for item (2) above: 4 numbers for each Hose		
3) Torque Wien	iches for item (2) above. 4 humbers for each riose		
C) THIRD PARTY	/ INSPECTION		
C) THIRD PART	INSPECTION		
1) Bidder is to a	rrange for Third Party Inspection at manufacturer's plant as per the enclosed broad		
	rk. Bidder should confirm that equipment / material supplied by them will be		
<u> </u>	· · · · · · · · · · · · · · · · · · ·		
	any of the following third party inspection agencies at their cost and Third Party		
	eport will be submitted along with the Shipping / Dispatch document. Bidder will		
•	narges for such inspection separately and indicate in the priced bid which will be		
considered to	or bid evaluation.		

- a) Bureau Veritas (BV)
- b) Lloyd Register of Shipping
- c) Det Norske Veritas (DNV)
- d) RITES
- e) Indian Register of Shipping (IRS)
- 2) Scope of Third Party Inspection:
  - i) APPLICABLE API STANDARD: API 16C and 6A
  - ii) Broad scope of third party inspection to be as under:
    - a) Stage of inspection: Final stage.
    - b) Kind of inspection: Review of documents and Visual inspection.
    - c) Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited along with dispatch documents.
  - iii) Review of documents to include:
    - a) Manufacturers QA Plan and API qualification certificate.
    - b) General Assembly drawing.
    - c) Production Record.
    - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment etc)
    - e) Product Inspection report.
    - f) Performance verification test Records as per API 16C and API 6A.
  - iv) Visual inspection to include:
    - a) Overall Visual and Dimensional Inspection.
    - b) Verify the material and components are brand new and recently manufactured.
    - c) Verify that the item is in accordance with the PO specification and API monogrammed.
    - Witness final testing / performance testing (pressure testing) as per API 16C and API 6A certification and submission of the records.

40	3.1/16" 10M FLEXIBLE STEEL HOSES FOR CHOKE MANIFOLD	
	A) FLEXIBLE STAINLESS STEEL HOSE FOR CHOKE AND KILL LINES Conforming to API Spec. 16C, FSL-3 as per the following minimum specifications:	
	<ol> <li>Working Pressure: 10,000 PSI (703.07 kg / Cm2) Minimum</li> <li>Test Pressure: 15,000 PSI (1054.60 kg / Cm2) Minimum</li> <li>Burst Pressure: 22,500 PSI (1581.91 kg / Cm2) Minimum</li> <li>ID: 3 inches (76.20 mm) Minimum</li> <li>OD: 5 inches to 6 inches (127.00 mm - 152.40 mm)</li> <li>Length: 66 feet. (- 0 / + 2 ft.)</li> <li>Service Temp. Range: - 20 Deg. C to 100 Deg. C (Minimum range)</li> <li>Minimum Bending Radius: 0.88m (for storage) &amp; 1.32m (In service)</li> <li>Weight: Maximum 49.9 kg/m (in air empty)</li> <li>End connection: API 3.1/16" x 6BX flanged x 10000 psi with BX-154 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed (both End connectors should be of built-in integral either epoxy coflaxip type, ni-kanigen / nikaflex treated against corrosion or H2S resistant).</li> <li>Protection: Full length stainless steel outer wrap for extra mechanical protection.</li> <li>Handling: Lifting / handling collar at each end with safety clamps and chains for easier handling.</li> <li>Additional Certification: NACE MR0175 latest revision/ISO 15156 FOR THE COUPLINGS AND LLOYD'S FIRE TEST OD/1000/499 FOR THE HOSE (Bidder to categorically confirm compliance of the same).</li> <li>High Temperature Exposure/Survival @ 177 Deg C (internal in a kick situation) As Per API 16C B.12.5.2.</li> <li>Safety Clamps (2 nos), Lifting Collar Double Eyed (2 nos) and Safety Chain c/w Shackles on Each End (2 nos x 8 ft long) for each unit.</li> </ol>	
	<b>NOTE</b> : Ends to be terminated with API 3.1/16" $\times$ 6BX flanges with BX-154 Stainless Steel / Inconel 625 lined Ring Groove and API 6A monogrammed, full length stainless steel outer wrap and lifting collars at each end with safety clamps and chains for easier handling. Ends should be suitably protected to prevent damage during shipment.	
	<ol> <li>ACCESSORIES FOR THE ABOVE (For each hose):</li> <li>Gasket, ring joint BX-154: 2 numbers for each hose</li> <li>Studs with two Hexagonal Nuts, size- 1" x 7.1/4", cadmium plated: 16 numbers for each Hose</li> <li>Torque Wrenches for item (2) above: 2 numbers for each Hose</li> </ol>	

#### C) THIRD PARTY INSPECTION

- Bidder is to arrange for Third Party Inspection at manufacturer's plant as per the enclosed broad scope of work. Bidder should confirm that equipment / material supplied by them will be inspected by any of the following third party inspection agencies at their cost and Third Party Inspection Report will be submitted along with the Shipping / Dispatch document. Bidder will quote the charges for such inspection separately and indicate in the priced bid which will be considered for bid evaluation.
  - a) Bureau Veritas (BV)
  - b) Lloyd Register of Shipping
  - c) Det Norske Veritas (DNV)
  - d) RITES
  - e) Indian Register of Shipping (IRS)
- 2) Scope of Third Party Inspection:
  - i) APPLICABLE API STANDARD: API 16C and 6A
  - ii) Broad scope of third party inspection to be as under:
  - a) Stage of inspection: Final stage.
  - b) Kind of inspection: Review of documents and Visual inspection.
  - c) Release of inspection note by inspection agency to the manufacturer who will submit the same to Oil India Limited along with dispatch documents.
  - iii) Review of documents to include:
  - a) Manufacturers QA Plan and API qualification certificate.
  - b) General Assembly drawing.
  - c) Production Record.
  - d) Raw Materials and Components Certificate and Test Report (Chemical, Physical, Heat Treatment etc)
  - e) Product Inspection report.
  - f) Performance verification test Records as per API 16C and API 6A.
  - iv) Visual inspection to include:
  - a) Overall Visual and Dimensional Inspection.
  - b) Verify the material and components are brand new and recently manufactured.

	c) Verify that the item is in accordance with the PO specification and API monogrammed. d) Witness final testing / performance testing (pressure testing) as per API 16C and API 6A certification and submission of the records.	
	GENERAL NOTE FOR BIDDERS:	
1	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 commissioning 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	
2	Bidder must provide detailed specifications of the offered product and should forward relevant Catalogue, Drawings with exploded views and Literature (in printed form, not in computer media such as floppies or CDs) indicating the quoted items along with the quotation.	
3	Items shall be manufactured, tested & certified as per latest editions of API Spec. 16C and API Spec 6A for the end flanges. In support of manufacturing the item as per API, the bidder should submit copies of API 16C (Having relevant authorization) certificates with validity covering minimum 05 (five) years continuously preceding the original bid closing date of the tender and valid copy of API 6A.	
4	Markings (including API monogram) shall be done as per API Spec 16C (latest edition) and API Spec. 6A (latest edition).	
5	Bidders are to quote for all the items as indicated in the NIT.	
6	The Bidder should indicate the dimensions and weight of the offered items, the country of origin and port of dispatch of the materials.	
7	The flexible hoses shall be tested in accordance with API spec. 16C; including fire and high temperature exposure tests and the flanges shall be tested in accordance with API spec. 6A. In the event of order the supply must include the mill test certificates for each of the items. Bidder should categorically confirm while quoting.	
8	Bidder should note that in the event of an order the API license 16C for manufacturing the flexible steel hose and API license 6A for manufacturing the flanges along with authorization for API monogramming should be valid, without any break, till execution of purchase order. Bidder to submit valid relevant API certificate along with the supply. Bidder should categorically confirm compliance while quoting.	
9	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.	
10	Bidder to sign and submit completely filled up Technical checklist and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.	

\*\*\*\*\*\*

## **ANNEXURE - F**

## **BID EVALUATION MATRIX (BID REJECTION CRITERIA)** (TO BE FILLED IN BY BIDDER DULY SIGNED) **BID EVALUATION CRITERIA** TO BE FILLED BY THE BIDDER **BIDDER'S RESPONSE** Relevant Location of their Bid to Clause (Complied / Not Complied support the remarks / compliance DESCRIPTION Number /Deviation/Not (Reference of Document name / Applicable) Serial number / Page number of bid for documentary evidence) BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC) The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected: The bidder should be an Original Equipment Manufacturer (OEM) of the offered item(s), and in the 1.0 event of order, order shall be issued directly to bidder (OEM) only. The bidder should have an experience of minimum 5 (five) years in manufacturing of the tendered items under API spec. 16C certification preceding the original bid closing date of the tender. Copies of 2.1 API 16C (Having relevant authorization) certificates for the last 5 (Five) years (i.e. continuous without having any break in between) shall be submitted along with techno - commercial bid. Bids without copies of valid API 16C certificates or with break in between will be rejected. The bidder should also have the experience of supplying at least 50% quantity (to be rounded to next higher whole figure) of the tendered items, of same or higher pressure rating and same or higher sizes, to E&P companies / Drilling Contractors / Drilling service providers in the last 5 (five) years preceding the original bid closing date of the tender (either by themselves or through their sole selling agent / 2.2.1 distributor / dealer / supply house). Documentary evidence to substantiate supply record should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as:

		Ţ
	<ul> <li>II. Signed and sealed Satisfactory supply / completion / installation report (user's letter head) OR</li> <li>II. Bill of Lading (OR)</li> <li>III. Consignee delivery receipt / challan (OR)</li> <li>IV. Central Excise Gate Pass / Tax Invoice issued under relevant rules of Ce Vat / GST. (OR)</li> <li>V. Commercial Invoice / Payment Invoice.</li> </ul>	
	Note:	
	a) The Purchase Order date need not be within 05 (five) years preceding closing date of this tender. However, the execution of supply should (five) years preceding original bid closing date of this tender.	
	<ul> <li>b) Original Bid Closing Date shall be considered by OIL for evaluation of Bicase of any extension of the original bid closing date.</li> </ul>	RC Criteria in
	c) Satisfactory supply/completion/installation report should be issued o letterhead with signature and stamp. Originals are to be produced for videmand of OIL.	
	In case, for supplementing manufacturer's supply experience criteria (2.2.1), the manufact Purchase Order(s) and relevant documents which is through their sole selling agent / dealer / supply house, then following additional documents are also to be submitted:	
2.2.2	a) Copies of signed Purchase Order(s) / Contract agreement(s) be manufacturer and the sole selling agent / distributor / dealer / supple copies of any of the following documents in respect of satisfactory exect of those Purchase Order(s)/Contract agreement(s).	ly house and
	<ul> <li>i) Bill of Lading (OR)</li> <li>ii) Commercial Invoice / Payment of Invoice of the OEM (OR)</li> <li>iii) Central Excise Gate Pass/Tax Invoice issued under relevant rul Excise/Vat/GST.</li> </ul>	es of Central
3.0	The bidder shall categorically confirm that the equipment / products will be tested and ce the latest edition of API Spec. 16C.	ertified as per
4.0	The bidder must keep API licenses along with authorization for API monogram valid till	execution of

	purchase order and must categorically confirm that the offered product will be supplied with API Monogram.	
5.0	In case renewal process of API license is in progress at the time of bidding, the bidder should furnish a letter from API to this effect that renewal of the license is under examination with API and is authorized to manufacture the items as per API license and to use API monogram till the renewal for license is issued. The bidder shall also submit an undertaking that delay in renewal of API certificate shall not affect the stipulated delivery schedule of the tender / purchase order.	
	DELIVERY PERIOD:	
	INDIAN BIDDER: Materials must be despatched within 05 (Five) months from the date of placement of order by OIL. The date of clear LR or C/Note shall be considered as the date of delivery.	
6.0	<u>FOREIGN BIDDER</u> : Materials must delivered on FOB, Port of Shipment basis within 05(five) months from the date of opening of Letter of Credit by OIL. The date of unambiguous Bill of Lading (B/L) shall be considered as the date of delivery.	
	Bids submitted by Bidders quoting delivery period more than the abovementioned duration shall not be accepted. Bidders must categorically confirm the delivery period in their Technical Bid.	

\*\*\*\*\*\*

## **APPENDIX - A1**

## POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP -LC) IN ALL PUBLIC SECTOR UNDERTAKINGS UNDER MINISTRY OF PETROLEUM AND NATURAL GAS- AMENDED

#### 1. Preamble

- 1.1. In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2. Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3. Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4. Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5. Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/service providers having the capability of meeting/exceeding the local content targets in oil and gas business activities;
- 1.6. This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

## 2. Definitions

- 2.1. Oil and Gas Business Activity shall comprise of Upstream, Midstream and Downstream business activities.
- 2.2. **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3. **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (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, in percent.
- 2.4. **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5. **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

**'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

- 2.6. **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7. **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8. **Purchase preference**: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9. **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10. Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11. Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12. Factory overhead cost shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13. **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14. Indian Company means a company formed and registered under the Companies Act, 2013.
- 2.15. **Foreign company** means any company or body corporate incorporated outside India which- (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

## 3. Scope

- 3.1. The regulation shall be intended to:
- 3.1.1. Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
- 3.1.2. Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2. This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51 % or more equity by one or more Public

Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

- 3.3. This policy shall not include goods/services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4. The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5. The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### 4. Procurement

- 4.1. The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2. In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3. Margin of Purchase preference: The margin of purchase preference shall be 20%.
- 4.4. (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.
  - (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
  - (c) Only Class-I local supplier and Class-I I local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
  - (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5. In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6. The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7. If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

4.8. For the purpose of para 4.7 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 that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

### 5. Purchase Preference- Linked with Local Content (LC)

- 5.1. In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:
- 5.1.1. The manufacturers/service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2. Wherever the goods/services are procured under this policy, eligible (techno commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3. **Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1. However, if L1 bidder happens to be a Class-I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2. 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 Class-I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3. In continuation to 5.1.3.2 above, 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 Class-I Local supplier for the entire quantity.
- 5.1.4. Services/ EPC Contracts: The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest technocommercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.
- 5.1.5. For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6. The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7. The procedure for award under the policy is at Enclosure I.

Tender No.: SDG6653P22/09 dated 05.04.2021

#### 6. Determination of LC

#### 6.1. LC of goods

- 6.1.1. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2. The criteria for determination of the local content cost in the goods shall be as follows:
  - a) in the case of direct component (material), based on country of origin;
  - b) in the case of manpower, based on INR component.
- 6.1.3. The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

#### 6.2. LC of service

- 6.2.1. LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2. The total cost of service shall be constituted of the cost spent for rendering of service, covering:
  - a) cost of component (material) which is used;
  - b) manpower and consultant cost; cost of working equipment/ facility; and
  - c) general service cost.
- 6.2.3. The criteria for determination of cost of local content in the service shall be as follows:
  - (a) in the case of material being used to help the provision of service, based on country of origin;
  - (b) in the case of manpower and consultant based on INR component of the services contract;
  - (c) in the case of working equipment/facility, based on country of origin; and
  - (d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
  - (e) Indian flag vessels in operation as on date.

#### 6.3. LC of the EPC Contracts:

- 6.3.1. LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 6.3.2. The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 6.3.3. The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

### 6.4. Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

#### 7. Certification and Verification

7.1. 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:

## 7.1.2. 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.

#### 7.1.3. 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.
- 7.2. 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.
- 7.3. 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.

- 7.4. 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.
- 7.5. 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.

## 8. Governance and Supervision

- 8.1. A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2. The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

#### 9. Sanctions

- 9.1. The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.
- 9.2. The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3. In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4. A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1. The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 10. <u>Clarification on Goods/Services</u>: Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
- 11. **Powers to grant exemption and to reduce mmimum local content**: Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
  - a) Reduce the minimum local content below the prescribed level; or
  - b) Reduce the margin of purchase preference below 20%; or
  - Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
- 12. <u>Time Period</u>: The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

Tender No.: SDG6653P22/09 dated 05.04.2021

## **Enclosure - I**

#### PROCEDURE FOR AWARD OF CONTRACTS

## Procedure for award of contracts under this policy shall be as follows:

- 1.1 In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 1.2 In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L 1 is 'Class-I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

\*\*\*\*\*

## Not applicable against this tender

## <u>APPENDIX – A2</u>

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

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

#### 1.0 Background

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

#### 2.0 Definitions

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

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

#### 5.0 Domestic value addition requirement

- 5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.
- 5.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 5.2.1 In case the iron & steel products are made using domestic input steel (semi-inished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.
- 5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 5.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.
  - Domestic value addition (%) = (Net selling price of Final Product–Landed cost of imported input steel at plant) \* 100/ (Net Selling Price of Final Product)

### 6.0 Certification and audit

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

### 7.0 Sanctions

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

Tender No.: SDG6653P22/09 dated 05.04.2021

## FORM-1

I S/o, D/o, W/o,	Resident of
, , , , , , ,	hereby solemnly affirm and declare as under:
That I will agree to abide by the term	ms and conditions of the policy of Government of India issued vide Notification No:
	reinafter is correct to the best of my knowledge and belief and I undertake to e procuring agency (ies) for the purpose of assessing the domestic value addition.
That the domestic value addition fo and I am responsible for the correct	or all inputs which constitute the said iron & steel products has been verified by me eness of the claims made therein.
meeting the prescribed value-addit	value addition of the product mentioned herein is found to be incorrect and not ion criteria, based on the assessment of procuring agency (ies) for the purpose of on, I will be disqualified from any Government tender for a period of 36 months. In an assessment.
domestically manufactured iron &	nditions referred to in the Notification No wherein preference to steel products in Government procurement is provided and that the OIL is hereby SD. I also undertake to pay the assessment cost and pay all penalties as specified in
I agree to maintain the following i available for verification to any state	information in the Company's record for a period of 8 years and shall make this utory authority.
<ul> <li>ii. Date on which this certificatiii. Iron &amp; Steel Products for wiv. Procuring agency to whom v. Percentage of domestic valuedition prescribed</li> <li>vi. Name and contact details of vii. Net Selling Price of the iron viii. Freight, insurance and hand ix. List and total cost value of x. List and total cost of input xi. Please attach domestic value</li> </ul>	which the certificate is produced the certificate is furnished (OIL) alue addition claimed and whether it meets the threshold value of domestic value of the unit of the manufacturer (s) in & steel products dling till plant input steel (imported) used to manufacture the iron & steel products steel which are domestically sourced. ue addition certificates from suppliers, if the input is not in house. anded cost at Indian port with break-up of CIF value, duties & taxes, port handling
For and on behalf of (Name of firm	/ entity)
Authorized signatory (To be duly au	thorized by the Board of Directors)
<insert and="" cor<="" designation="" name,="" td=""><th>itact No.&gt;</th></insert>	itact No.>

.....

#### Notes:

- 1.0 For iron and steel products in Appendix A, the procurement process is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 2.0 Each domestic manufacturer shall furnish the Affidavit of self-certification to OIL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed.

#### 3.0 Domestic value addition requirement

- 3.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A of revised Steel Policy.
- 3.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 3.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to OIL.
- 3.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.
- 4.0 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to OIL and shall continue to be filed till the completion of supply of the said products.

\*\*\*\*\*\*



#### असाधारण

#### EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II—Section 3—Sub-section (i)

## प्राधिकार से प्रकाशित PUBLISHED BY AUTHORITY

ਸਂ. 324] No. 324] नई दिल्ली, बुधवार, मई 29, 2019/ज्येष्ठ 8, 1941

NEW DELHI, WEDNESDAY, MAY 29, 2019/JYAISTHA 8, 1941

#### इस्पात मंत्रालय

## अधिसूचना

नई दिल्ली, 29 मई, 2019

सा.का.नि. 385(अ).—घरेलू रूप से उत्पादित किए जाने वाले लौह एवं स्टील उत्पाद की सरकारी खरीद को प्राथमिकता दिए जाने के लिए संशोधित नीति सामान्य सूचना हेतु प्रकाशित की जाती है।

[फा. सं. 3(2)/2018-आईडीडी]

रसिका चौबे, अपर सचिव

## सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2019

## 1. भूमिका

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों (डी एम आई एंड एस पी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित लौह एवं इस्पात उत्पादों जिसे परिशिष्ट क में दिया गया है और परिशष्ट ख में दिए गए लौह एवं इस्पात उत्पादों के लिए पुंजीगत माल पर लागू होती है।
- 1.3 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुन: बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

## 2. परिभाषाएं

2.1 **बोली** लगाने वाला लौह एवं इस्पात का कोई घरेलू/विदेशी निर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित निधि परियोजनाओं की बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।

2683 GI/2019 (1)

- 2.2 घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पाद (डी एम आई एंड एस पी) वे लौह एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एस ई जैड) शामिल है। इसके अलावा, इस प्रकार के उत्पाद परिशिष्ट क में किये गये उल्लेख के अनुसार घरेल न्युनतम मुल्यवर्धन के मानदंडों को पूरा करेंगे।
- 2.3 **घरेलू निर्माता** खंड 7 में दिशा-निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम में दी गई 'निर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक निर्माता है।
- 2.4 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।
- 2.5 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 **एम ओ एस** का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 निवल बिक्री कीमत बीजक कीमत होगी जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 **अर्ध तैयार इस्पात** का तात्पर्य इनगोट्स, बिलेट, ब्लूम और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 **तैयार इस्पात** का तात्पर्य सपाट और लंबे उत्पादों से होगा जिन्हें बाद में प्रसाधित कर निर्मित मद बनाया जा सकता हैं।
- 2.10 **एल1** का तात्पर्य निविदा अथवा अन्य खरीद संबंधी अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य खरीद संबंधी अनुरोधों में प्राप्त निम्नतम निविदा अथवा निम्नतम बोली अथवा निम्नतम भाव से होगा।
- 2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डी एम आई एंड एस पी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए 20 प्रतिशत होगा।
- 2.12 **लौह एवं इस्पात उत्पाद** का तात्पर्य ऐसे लौह एवं इस्पात उत्पादों से होगा जिनका उल्लेख परिशिष्ट क में किया गया है।
- 2.13 घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल विक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन' परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जाएगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।

#### 3. अपवर्जन

- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी खरीदों के लिये निम्नलिखित शर्तों के अध्यधीन छुट प्रदान की जाएगी।
- 3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
- 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
  अपवर्जन संबंधी अनुरोधों को घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों के उपलब्ध न होने के पर्याप्त प्रमाण के साथ स्थायी समिति को प्रस्तुत किया जाएगा।

## 4. स्थायी समिति

इस नीति के कार्यान्वयन का पर्यवेक्षण करने के लिए इस्पात मंत्रालय (एम ओ एस) के अधीन एक स्थायी समिति का गठन किया जाएगाः जिसके अध्यक्ष सचिव इस्पात होंगेः। इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एम ओ एस) से लिए गए विशेषज्ञ होंगेः। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :

- 4.1 इस नीति के कार्यान्वयन की मॉनीटरिंग करना
- 4.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और घरेलू बिक्री वर्धन की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित।

- 4.3 खंड 3 के अनुसार खरीद एजेंसियों को अपवर्जन की स्वीकृति देने सिहत इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।
- 4.4 शिकायत निवारण करने के लिए एक अलग समिति का गठन करना।
- 4.5 स्थायी समिति इस्पात मंत्रालय को अनुमोदन हेत् अपनी सिफारिशें प्रस्तृत करेंगी।

## 5. सरकार द्वारा खरीदे जाने वाले लौह एवं इस्पात उत्पादों को अधिसूचित करना

- 5.1 निम्नलिखित दिशानिर्देशों का उपयोग इस नीति के अंतर्गत उपरोक्त उत्पादों की पहचान करने और उसे अधिसूचित करने के लिए किया जा सकता है:
- 5.1.1 यह नीति परिशिष्ट क में दिए गए अनुसार लौह एवं इस्पात उत्पादों और परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल पर लागू है।
- 5.1.2 परिशिष्ट क में लौह एवं इस्पात उत्पादों की सूची दी गई है जिसका निर्माण अनन्य रूप से घरेलू स्तर पर किया जाना है और उसका आयात इस्पात मंत्रालय के अनुमोदन के बिना नहीं किया जा सकता है।
- 5.1.3 परिशिष्ट ख में पूंजीगत माल की एक सूची (जो विस्तृत नहीं है) दी गई है जिसके लिए खरीद संबंधी वरीयता घरेलू स्तर पर निर्मित पूंजीगत माल को दी जाएगी, यदि उनकी दी गई कीमत सदृश्य आयात किये गये पूंजीगत माल के लिए दी गई कीमत के 20 प्रतिशत के अंदर आती हो।
- 5.1.4 इस नीति का उद्देश्य सभी लौह एवं इस्पात उत्पादों को अधिसूचित करना है जिसकी खरीद सरकारी एजेंसियों द्वारा सरकारी परियोजनाओं के लिए की जाती है और न कि वाणिज्यिक पुन: बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए उत्पादों के उत्पादन में प्रयोग करने के उद्देश्य से की गई हो।
- 5.1.5 यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा निधि प्रदत्त सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।
- 5.1.6 यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।
- 5.1.7 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी अन्य आवश्यकता को पूरा करने के लिए और/अथवा ई पी सी संविदा को पूरा करने के लिए प्राइवेट एजेंसियों द्वारा लौह एवं इस्पातों की खरीद पर लागू है।
- 5.1.8 घरेलू लौह एवं इस्पात उत्पादों के विभिन्न ग्रेडों की उपलब्धता का विश्लेषण इस नीति के अंतर्गत अधिसूचित करने से पहले करना होगा। केवल उन लौह एवं इस्पात को उत्पादों को जिनके संबंध में कम से कम एक घरेलू निर्माता मौजूद हो, अधिसूचित किया जाएगा। स्थायी समिति से परामर्श किया जा सकता है।
- 5.1.9 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए लागू है।
- 5.1.10 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत मालों की घरेलू खरीद के लिए नीति लौह एवं इस्पात उत्पादों का निर्माण करने के लिए और न कि वाणिज्यिक पुन: बिक्री के उद्देश्य से पूंजीगत मालों की खरीद के वास्ते और सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/प्रतिष्ठानों पर लाग है।
- 5.1.11 यह नीति ई पी सी संविदा और/अथवा सार्वजनिक क्षेत्र से इस्पात निर्माताओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों की किसी अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पुंजीगत माल की खरीद पर लागु है।
- 5.1.12 सरकारी एजेंसियां जो लौह एवं इस्पात उत्पादों के निर्माण के लिए पूंजीगत माल और लौह एवं इस्पात उत्पादों की खरीद में उन स्थितियों में शामिल है जहां लौह एवं इस्पात उत्पादों का उल्लेख परिशिष्ट क और परिशिष्ट ख में नहीं किया गया हो, स्थायी सिनित को निर्धारित मानदंडों के साथ इस उत्पाद के विवरण और तकनीकी विनिर्देशन उपलब्ध करायेगा। स्थायी सिनित खंड 3 और खंड 4 में अधिदेश के अनसार कार्य करेगी।

- 5.2 इस्पात मंत्रालय (एम ओ एस) परिशिष्ट क में दिए गए न्यूनतम निर्धारित घरेलू मूल्यवर्धन के साथ लौह एवं इस्पात उत्पादों को अधिसचित करेगा।
- 5.3 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के संबंध में नीतिगत दिशानिर्देश, परियोजना के आकार पर विचार किये बिना परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सभी खरीदों के लिए सार्वजनिक क्षेत्र के इस्पात निर्माताओं पर लागू होंगे।
- 5.4 परिशिष्ट क में लौह एवं इस्पात उत्पादों के लिए तथा परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए सुझाव दिए गए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता घरेलू आपूर्तिकर्ता का आधार, आपूर्तिकर्ताओं की संख्या और खपत की तुलना में आयात का अनुपात जैसे कारकों के आधार पर तय किया गया है।
- 5.5 घरेलू मूल्यवर्धन आवश्यकता संबंधी मानदंडों का इस प्रकार से निर्धारण किया जाएगा जिस से कि यह किसी दिए गए समय में लौह एवं इस्पात उत्पादों के लिए घरेलू उद्योग की औसत/औसत से अधिक निर्माण क्षमता दर्शाता हो। स्थायी समिति द्वारा समय समय पर उपयुक्त रूप से इसकी समीक्षा की जाएगी और आवश्यकता पड़ने पर इस्पात मंत्रालय के अनुमोदन से इसमें संशोधन किया जाएगा।

## 6. सरकार एवं सरकारी एजेंसियों द्वारा खरीद के लिए निविदा प्रक्रिया

- 6.1 खरीद करने वाली/सरकारी एजेंसियां डी एम आई एंड एस पी का पालन करते समय वित्त मंत्रालय और सी वी सी के अनुदेशों के अनुसार मानक खरीद संबंधी प्रक्रियाओं का पालन करेगी। यह नीति सभी निविदाओं जहां कीमत बोली नहीं खोली गई है, में इसके अधिसूचना की तिथि से लागू होगी।
- 6.2 दोनों वस्तुओं की खरीद तथा ई पी सी संविदाओं के लिए निविदा दस्तावेज में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए लौह एवं इस्पात उत्पादों तथा पूंजीगत माल (जैसा कि परिशिष्ट क और परिशिष्ट ख में दर्शाया गया है, के लिए बोली लगाने वाले द्वारा न्यूनतम निर्धारित घरेलू मूल्यवर्धन का पालन करने के लिए अर्हता मानदंडों का स्पष्ट उल्लेख होना चाहिए।
- 6.3 घरेलू उत्पादों के विकास का सहयोग करने में, लौह एवं इस्पात व्यापार क्रियाकलापों में घरेलू मूल्यवर्धन का लक्ष्य निर्धारित किया गया है जिसे **परिशिष्ट क और परिशिष्ट ख** में दिया गया है।
- 6.4 परिशिष्ट क में लौह और इस्पात उत्पादों के खरीद की प्रक्रिया केवल उन निर्माताओं/आपूर्तिकर्ताओं के लिए ही खुली रहेगी जिसमें घरेलू मूल्यवर्धन लक्ष्यों को पूरा करने/उससे ज्यादा पूरा करने की क्षमता हो। घरेलू मूल्यवर्धन लक्ष्यों को पूरा न करने वाले निर्माता/आपूर्तिकर्ता बोली लगाने में भाग लेने के लिए पात्र नहीं हैं।
- 6.5 परिशिष्ट ख में दी गई मदों के मामलों में, यदि खरीद करने वाली कंपनी की राय में, निविदाओं (खरीदी गई मात्रा) को 50:50 के निर्धारित अनुपात में नहीं बांटा जा सकता है, तब उनके पास मात्रा जो 50 प्रतिशत से कम नहीं हो, जो कि विभाज्य हो, के लिए पात्र घरेलू निर्माता को संविदा देने का अधिकार होगा।
- 6.6 उपर्युक्त शर्त को जारी रखते हुए, परिशिष्ट ख की मदों के लिए, यदि निविदा दी गई मद विभाज्य न हो (खरीद करने वाली कंपनी द्वारा निविदा दस्तावेज में शामिल किए जाने के लिए) यह संविदा समग्र मात्रा के लिए पात्र घरेलू निर्माता को दी जा सकती है।
- 6.7 परिशिष्ट ख के मदों के मामलों में, यदि घरेलू मूल्यवर्धन की आवश्यकताओं को पूरा करने वाले पात्र निर्माताओं में से कोई भी एल1 की बोली के अनुरूप न हो, तब एल1 की बोली धारण करने वाले मूल बोली लगाने वाला खरीद के पूर्ण मूल्य के लिए आदेश प्राप्त करेंगे।
- 6.8 वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं के बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं इस नीति के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं। हालांकि, यह निम्नलिखित शर्तों के अध्यधीन होगा।
- 6.8.1 बोली लगाने वाले घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों की बिक्री करने के लिए घरेलू निर्माता द्वारा जारी किए गए अधिकार प्रमाण पत्र प्रस्तुत करेगा।

- 6.8.2 यदि खरीद को डी एम आई एंड एस पी नीति के परिशिष्ट क के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किया गया स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह और इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.3 यदि खरीद को डी एम आई एंड एस पी नीति के परिशिष्ट ख के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि लौह और इस्पात उद्योग में उपयोग किये जाने वाले पूंजीगत माल का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.4 बोली लगाने वाले की यह जिम्मेदारी होगी कि वह इस नीति के अनुसार खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किये जाने के लिए अपेक्षित अन्य आवश्यक दस्तावेज प्रस्तुत करे।

## 7. घरेलू मूल्यवर्धन आवश्यकता

- 7.1 घरेलू रूप में निर्मित लौह और इस्पात उत्पाद अथवा पूंजीगत माल के रूप में उत्पाद के रूप में पात्र होने के लिए न्यूनतम घरेलू मृल्यवर्धन आवश्यकता का उल्लेख परिशिष्ट क और परिशिष्ट ख में किया गया है।
- 7.2 घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जाएगी।
- 7.2.1 यदि लौह और इस्पात उत्पादों को घरेलू इनपुट इस्पात (अर्ध तैयार/तैयार इस्पात) का उपयोग करके निर्माण किया जाता हो, तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक घरेलू उत्पादों से खरीद का बीजक खरीद करने वाली सरकारी एजेंसी को अवश्य प्रस्तुत किया जाना चाहिए।
- 7.2.2 यदि लौह एवं इस्पात उत्पादों ने इनपुट इस्पात का आयात किया हो तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक उत्पादकों से खरीदों के बीजकों को अलग से प्रस्तुत किया जाना चाहिए। घरेलू मूल्यवर्धन की सीमा निकालने के लिए, दोनों इनपुट इस्पातों (आयात किये और घरेलू) की भारित औसत पर विचार यह सुनिश्चित करने के लिए किया जाएगा कि इस नीति की न्यूनतम निर्धारित घरेलू मूल्यवर्धन आवश्यकता का पालन किया गया है।
- 7.3 यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यनतम निर्धारित घरेलु मृल्यवर्धन के अनुरूप है।

## लौह एवं इस्पात उत्पादों के लिए

% घरेलु मुल्यवर्धन

अतिम उत्पाद की निवल विक्री कीमल – संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत x 100% अंतिम उत्पाद की निवल विक्री कीमल

## पूंजीगत माल के लिए

% घरेलु मुल्यवर्धन

= अंतिम उत्पाद की निवल विक्री कीमत - संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत x 100% अंतिम उत्पाद की निवल विक्री कीमत

## 8. प्रमाणन और लेखा परीक्षण

8.1 परिशिष्ट क में दिए गए उत्पादों के लिए, प्रत्येक घरेलू निर्माता यह घोषणा करते हुए खरीद करने वाली सरकारी एजेंसी को स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह एवं इस्पात उत्पाद का निर्धारित घरेलू मूल्यवर्धन के संबंध में घरेलू स्तर पर निर्माण किया गया है। परिशिष्ट ख के पूंजीगत माल के लिए, बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि पूंजीगत माल का निर्माण घरेलू स्तर पर निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं का एकमात्र बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं, ई पी सी के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं। बोली लगाने वाला घरेलू निर्माताओं के द्वारा जारी किए गए स्व-प्रमाणन और सांविधिक लेखा परीक्षकों द्वारा जारी किये गये प्रमाणनों को यह घोषणा करते हुए खरीद करने वाली एजेंसी को प्रस्तुत करेगा कि लौह एवं इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। स्व प्रमाणन का शपथ पत्र इन दिशानिर्देशों से संलग्न **प्रपत्र 1** में प्रस्तुत किया जाएगा।

- 8.2 घरेलू निर्माता की यह जिम्मेदारी होगी कि वह यह सुनिश्चित करे कि इस प्रकार से दावा किये गये उत्पादों का घरेलू स्तर पर उस उत्पाद के लिए निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। बोली लगाने वाले से यह भी अपेक्षित होगा कि वह घरेलू निर्माता के सांविधिक लेखा परीक्षकों द्वारा विधिवत प्रमाणित अर्धवार्षिक (सितंबर 30 और मार्च 31) आधार पर घरेलू मूल्यवर्धन प्रमाणपत्र उपलब्ध कराये कि पहले 6 महीनों के दौरान इस उत्पाद के लिए किये गये घरेलू मूल्यवर्धन के दावे इस नीति के अनुसार हैं। इस प्रकार के प्रमाण पत्र को संबंधित सरकारी एजेंसियों को प्रत्येक छमाही के शुरू होने के 60 दिनों के भीतर प्रस्तुत किया जाएगा और उस उत्पादों की आपूर्ति को पूरा करने तक प्रस्तुत करता रहेगा।
- 8.3 खरीद करने वाली एजेंसी बोली लगाने वाले द्वारा प्रस्तुत किये गये इस्पात उत्पाद में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन का शपथ पत्र स्वीकार करेगा। सामान्य तौर पर खरीद करने वाली एजेंसी की यह जिम्मेदारी होगी कि वह इस दावे की सत्यतता की जांच करे। इसकी सत्यतता प्रदर्शित करने की जिम्मेदारी बोली लगाने वाले की होगी जब उसे ऐसा करने के लिए कहा जाए।
- 8.4 यदि खरीद करने वाली एजेंसी अथवा संबंधित सरकारी एजेंसी द्वारा लौह एवं इस्पात उत्पादों में घरेलू मूल्यवर्धन के संबंध में बोली लगाने वाले के दावे के विरुद्ध कोई शिकायत प्राप्त होती है तब खरीद करने वाली एजेंसी के पास सभी संबंधित दस्तावेजों का निरीक्षण करने और उसकी जांच करने तथा निर्णय लेने का पूर्ण अधिकार होगा। यदि कोई स्पष्टीकरण की आवश्यकता होती है तब मामले को तकनीकी सहायता के लिए अनुरोध के साथ इस्पात मंत्रालय को भेजा जा सकता है।
- 8.5 सरकारी एजेंसी को भेजे गए किसी शिकायत का निपटारा सभी आवश्यक दस्तावेजों को प्रस्तुत करने के साथ इसे भेजे जाने के 4 सप्ताह के भीतर किया जाएगा। बोली लगाने वाले से यह अपेक्षित होगा कि वह शिकायत दायर करने के 2 सप्ताह के भीतर सरकारी एजेंसी को लौह एवं इस्पात उत्पादों में दावा किये गये घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।
- 8.6 यदि इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण सिमिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोली लगाने वाले से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोली लगाने वाले से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण सिमिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे। यदि बोली लगाने वाले द्वारा कोई सूचना प्रस्तुत नहीं की जाती है तब शिकायत निवारण सिमिति दावे की प्रमाणिकता अधिक करने के लिए सरकारी एजेंसी के परामर्श से आगे आवश्यक कार्रवाई कर सकती है।
- 8.7 घरेलू मूल्यवर्धन की निर्धारित सीमा का आकलन करने की लागत का वहन खरीद करने वाली एजेंसी द्वारा किया जाएगा यदि घरेलू मूल्यवर्धन प्रमाण पत्र के अनुसार सही पाया गया हो। हालांकि, यदि ऐसा पाया गया हो कि दावा किए गए अनुसार घरेलू मूल्यवर्धन सही नहीं है तब आकलन की लागत बोली लगाने वाले द्वारा भुगतान के योग्य होगी जिन्होंने एक गलत प्रमाण पत्र प्रस्तुत किया है। इसे लागू करने के तरीके को निविदा दस्तावेज में परिभाषित किया जाएगा।

## 9. प्रतिबंध

- 9.1 प्रत्येक सरकारी एजेंसी निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोली लगाने वाले के द्वारा गलत घोषणा किए जाने की स्थिति में दण्ड को स्पष्ट रूप से परिभाषित करेगा। इस दण्ड में ऐसे निर्माता/सेवा प्रदाता की ई एम डी को जब्त करना, अन्य वित्तीय दंड लगाना और उसे काली सूची में डालना शामिल हो सकता है।
- 9.2 संबंधित बोली लगाने वाले के द्वारा इस्पात मंत्रालय को किसी प्रकार की शिकायत भेजे जाने की स्थिति में, 10 लाख रुपए अथवा खरीदी जा रही डी एम आई एंड एस पी के मूल्य का 0.2 प्रतिशत (अधिकतम 20 लाख के अध्यधीन) इसमें से जो भी अधिक हो, का शिकायत शुल्क होगा जिसका भुगतान शिकायतकर्ता द्वारा शिकायत के साथ इस्पात मंत्रालय के अधीन शिकायत निवारण सिमिति के पास जमा किए गए डिमाण्ड ड्राफ्ट के द्वारा किया जाएगा। यदि, शिकायत को सही नहीं पाया जाता है तब सरकारी एजेंसी के पास उक्त राशि को जब्त करने का अधिकार सुरक्षित है। यदि शिकायत पर्याप्त रूप से सही पाई जाती है तब शिकायतकर्ता द्वारा जमा किए गए शुल्क को बिना किसी ब्याज के वापिस किया जाएगा।

## 10. इस्पात मंत्रालय द्वारा कार्यान्वयन की मॉनीटरिंग

- 10.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे। इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।
- 10.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की मानीटरिंग करने के लिए नोडल मंत्रालय होगा।
- 10.3 डी एम आई एंड एस पी नीति के अंतर्गत सभी लागू एजेंसियां इस नीति का कार्यान्वयन सुनिश्चित करेगी और वार्षिक रूप से जून के महीने में एक घोषणा भेजेगी जिसमें इस नीति के अनुपालन की सीमा और पिछले वित्तीय वर्ष के दौरान उसके अनुपालन न किए जाने के कारणों को दर्शाया जाएगा।

## इस्पात मंत्रालय को संदर्भ

किसी ऐसे प्रश्न की स्थिति में कि क्या खरीदी जा रही मद इस नीति के अंतर्गत शामिल किए जाने वाले डी एम आई एंड एस पी है, इस मामले को स्पष्टीकरण के लिए इस्पात मंत्रालय के पास भेजा जाएगा।

परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल्ड, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट	7208	50%
'	किया हुआ	7200	0070
	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात		
2	का फ्लेट रोल उत्पाद, कोल्ड रोल्ड (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात		
3	का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
,	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल	7211	350/
4	उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	/211	35%
-	600 मि. मी. कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल	7040	35%
5	उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोड किया हुआ	7212	
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और	7213	35%
6	रॉड, हॉट रोल्ड	1213	
	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की		35%
7	तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट	7214	
8	एक्सटूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रोड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेप और सेक्शन्स	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल्ड इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल्ड इस्पात	7220	50%
10	स्टेनलैस स्टील का अन्य बार्स और रोड्स; स्टेनलैस स्टील का एंगल शेप और	7000	500/
13	सेक्शन्स	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो		
17	प्रोफाइल, सीमलैस	7304	35%
	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण		
18	के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया	7305	35%
	हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो		
	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए		
19	ओपन सीन अथवा वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद	7306	35%
	किया गया हुआ)		
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए,	7307	35%
20	कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7507	33 70
21	स्टेनलैस स्टील का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रॉड, हॉट	7221	35%
	रोल्ड	1221	0070
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
	्रांच स्टाल का फ्लंट राल्ड इस्पात इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील		
24	का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रोड, हॉट	7227	15%
	रोल्ड	1221	13 /6
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स	7228	35%
20	और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रील बार्स और रोड्स	1220	33 70
	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे		
27	पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो	7301	15%
	अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स		
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का	7308	15%
	हिस्सा	1000	1070
	300 लीटर से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस		
29	किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान	7309	15%
	कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो		
	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री		
	(कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन,		
30	बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट	7310	15%
	से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से		
	युक्त न हो		
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	15%
32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके	7312	15%
	समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया		
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा	7313	15%
33	वायर, ।ट्वस्ट किया हुआ हूप अथवा ।सगल फ्लट वायर, बास ।कया हुआ अथवा   नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	1010	10 /0
	लौह अथवा इस्पात तार का ड्रील, नेटिंग और फेनसिंग; लौह अथवा इस्पात का		
34	विस्तार किया हुआ धातु	7314	15%
L	1 3 3	l .	I

35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	15%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	15%
37	लौह एवं इस्पात की वस्तुएं	7317	15%
38	लौह एवं इस्पात की वस्तुएं	7318	15%
39	लौह एवं इस्पात की वस्तुएं	7319	15%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	15%
	लौह अथवा इस्पात का स्टोव्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक		
41	बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स	7321	15%
	और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा		
	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट		
42	न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट	7322	15%
42	एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो		
	मोटर से चलती हो और उसके हिस्से को शामिल करते हुए		
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	15%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसको पार्ट्स	7324	15%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	15%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	15%
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
40	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज,	8607	50%
49	बिसल बोगिज, एक्सेल और फोज्ड किया हुआ पहिया और उसका हिस्सा		

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं, विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।

परिशिष्ट ख

लौह और इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

豖.	संयंत्र शॉप	पूंजीगत माल	न्यूनतम घरेलू <b>मूल्यवर्धन</b>
सं.			आवश्यकता
1	कच्चा माल संभाल प्रणाली	चूर्ण की हुई सामग्री के लिए एप्रोन फीडर, बेरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टेंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार गरडर ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन ऐयर कंडीशिनंग, प्रयूड कप्लिंग, 4 लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लोंकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेर्न्सस, पाइप कंवेयर प्रणाली, प्लग/पाडेल फीडर, न्यूमेटिक ढुलाई – घना एवं लिन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/फ्लेड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिप्पलर्स, ट्रांसफर कार, टॉग्स (स्पेशल), बाइब्रेशन, आइसोलेशन प्रणाली (स्परिंग डम्पर) वेगन टिप्पलर्स, वेगन	50%
	मिनिरल	लोडर	
2	बेनिफेक्शन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रीयल क्रशर्स, ग्राइनडिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%

	T		T
3	कॉक अवेन	कोक ओवन सिलिका रिफेक्टरी, एन्करेज सिस्टम, ब्ररंव नरइन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, वाल बॉक्स, ए पी लिड, चार्जिंग और इंस्पेक्शन होल लिड एंड फ्रेम रिवर्सिंग मेकेनिजम, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्किप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/रिवर्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्टोस्टेटिक तार प्रेसिपिटेटर, H2S, NH3 और नप्थलिन स्कूब्बर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिक्र पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिकेंटर्स	50%
5	सिंटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट ऐसेम्बली कर्व्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और ग्रिजली, डिप रेल एंड रिनंग रेल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, सिन्टर मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट ऐसेम्बली कव्ड रेल, स्लाइड रेल, रिनंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, इनडूरेटिंग मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	50%
7	ब्लास्ट फरनेस उपकरण	ब्लंडर वाल के साथ बेल रिहत टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस क्लिलिंग प्लांट प्रणाली, इसके बाइस-पास वाल सिहत टॉप रिकवरी ट्रबाइन सिस्टम, डि-ब्रिकिंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइनडिंग मिल, स्टॉक लेवल इंडिकेटर, ट्रयेरे स्टाक एसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एब्व ब्रर्डन प्रोब्स, स्लग ग्रेन्यूलेशन यूनिट, ट्रयेरे एंड ट्रयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफेकट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिडर्स, ट्रबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेशर, सील गैस कम्प्रेशर एवं बोटम सील गैस कम्प्रेशर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO2 रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गिनंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सस्पेशन प्रणाली, ट्रनिअन बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लिपंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोविंग/बोटम स्टीरिंग के लिए वाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात प्रोसेस साफ्टवेयर/हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, होट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लेग पोट, स्लग पोट ट्रांसफर कार, स्क्रेप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकर के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी डस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टेंड, स्टेंड कूलिंग स्टेक इंस्पेक्शन उपकरण, हूड ट्रेवर्स केरेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्ब, फ्लेयर स्टेक एवं इगनिगेशन सिस्टम, स्क्रबिंग टोवर सेल – वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल	50%

		प्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, वेग ब्रिज, स्लग रिटेनिंग उपकरण	
-			
		फर्नेस प्रोपर (जिसमें फ्रनेस लोवर सेल, अपर सेल और रूफ, टिलटिंग प्लेटफार्म, फ्रनेस	
	इलेक्ट्रिक आर्क फर्नेस	गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोल रेगूलेशन प्रणाली, , हाइड्रोलिंक सिस्टम,	
		रिफेक्ट्री, लेवल I एंड II आटोमेशन सिस्टम के पार्टस। एल एफ – वाटर कूल्ड लेडल	
		रूफ, इलेक्ट्रोड मास्ट एंड आमर्स, इलेक्ट्रोड रेगूलेटिंग सिस्टम, वायर फिडिंग सिस्टम,	
		बोटम इनइरट गैस स्टिंरिंग वाल सिस्टम पोरूस प्लग और टॉप लांस के लिए, इमरजेंसी	
		लांसतंत्र, ड्राइव यूनिट के साथ लांस केरेजि सिस्टम, स्वचालित तापक्रम, सेम्पिलिंग और	
		बाथ लेबल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्मजन लांस, ड्राइव यूनिट के साथ	
10		लांस केरेज सिस्टम, हाइड्रोलिक सिस्टम, रिफैक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच	50%
		प्रोपर (जिसमें लेडल ट्रांसफर कार, वेक्यूम वेसेल, वेसेल लिफिटिंग और लोवरिंग	
		सिस्टम शामिल है, हाइड्रोलिंग सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/स्टेशन,	
		इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टेरिंग	
		वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफेक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ	
		लिफटिंग सिलेंडर, लूब्रिकेशन प्रणाली, सक्शन हुड, डम्पर, वाइब्रो फीडर, वेइंग होपर,	
		वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिंलिंग स्टेड, क्रेन, होइस्ट, तापमान और सेम्पलिंग	
		टिप्स, लेडल स्टेंड, ई एस पी, डिडक्टिंग हूड, रिफेक्ट्री, बेग फिल्टर, क्रेन इत्यादि।	
		लाडले टरेट, लेडल कवर मेनिपुलेटर, लेडल शारउड मेनिपुलेटर, टनडिस कार,	
	सतत कास्टिंग उपकरण	कंटिन्यूअस टनडिस टेम्पेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रूड मेकेनिजम, इमरजेंसी	
		ू कट-आफ गेट, मोल्ड एसेम्बली, नोजल क्विक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम	
		एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड़ावल एंड	
11		स्ट्रेघटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग	50%
		मशीन, डेबरर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक	
		रिफेक्ट्रीज, स्ट्रेंड गन्डे सेग्मेंट, टनडिश, लाडले कवर, रोलर टेबल एंड आक्सीलिरीज,	
		माल्ड एंड सेग्मेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर	
		सिस्टम	
		लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल,	
	फ्लेट प्रोडक्ट मिल लाँग प्रोडक्ट मिल	इंड स्पिंडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/टेनशन	
12		रिल/अनक्वाइलर, ए जी सी सिलंडर, शेयर्स, लेवेलेर्स, लाजेर वेल्डर, पेकेजिंग मशीन,	50%
'-		नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म	0070
		बियेरिंग, गियर बॉक्स, मिल मोटर्स	
		मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्स; रोलर टेबल, कॉयलर	
		हिंशन रिल /अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कानटेक्ट	
13		ाटशन रिल /अनकायलर, शयस, बिल्डट वल्डर, पकाजग मशान, नान-कानटक्ट गॉज/प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियरिंग, आयल फिल्म बियरिंग,	50%
		फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर	

<sup>\*</sup>परिशिष्ट ख में मर्दे निर्माण करने वाले इस्पात के लिए पूंजीगत सामानों की एक सांकेतिक सूची है, यह सूची विस्तृत नहीं है। इस्पात के निर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम घरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद वरीयता के लिए विचार किया जाएगा।

फार्म	- 1	
-------	-----	--

100/-   रुपए के स्टाम्प पेपर पर दिए जाने के लिए लौह एवं इस्पात उत्पादों/पूंजीगत मालों में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन शपथ के लिए प्रपत्र :							
मैं _	सुपुत्र, सुपुत्री,	पत्नी,	का निवासी				
		एतद् द्वारा नि	ष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ :				
	अधिसूचना सं. : और शर्तों का पालन करने के लिए	 ∶सहमत होउंगा।	के माध्यम से जारी किए गए भारत सरकार की नीति के				
	ां नीचे दी गई सूचना मेरे सर्वोत्तम करने वाली एजेंसी के समक्ष संगत		त्र अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से त्र वचन देता हूं।				
	ी इनपुट्स के लिए घरेलू मूल्यवर्ध में किये गये दावों की सत्यतता के ि		वं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और				
स्थिति	में, घरेलू मूल्यवर्धन का आकलन	करने के उद्देश्य से खरी	ाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा नहीं किये जाने की द करने वाली एजेंसी के आकलन के आधार पर मैं 36 महीनों की अवधि के जिल्लावा मैं इस प्रकार के आकलन की सभी लागतों का वहन करूंगा।				
है, में सं एम डी	iदर्भित सभी शर्तों का पालन किय	ा है और यह कि खरीब	ीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता दी गई र करने वाली एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ई लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी				
	ार्षों की अवधि के लिए कम्पनी वे न के लिए इसे उपलब्ध कराऊंगा।	के रिकॉर्ड में निम्नर्ला	खित सूचना रखने के लिए सहमत हूं और किसी सांविधिक प्राधिकारी को				
i.	बोली लगाने वाले का नाम औ	र ब्यौरा (पंजीकृत काय	र्गालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)				
ii.	वह तिथि जब यह प्रमाण पत्र जारी किया गया है।						
iii.	लौह एवं इस्पात उत्पाद जिसके लिए इस प्रमाण पत्र को प्रस्तुत किया जाता है।						
iv.	खरीद करने वाली एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया जाता है।						
٧.	दावा की गई घरेलू मूल्यवर्धन	दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के आरंभिक मूल्य को पूरा करता है।					
vi.	विनिर्माता की इकाई का नाम	विनिर्माता की इकाई का नाम और संपर्क विवरण					
vii.	लौह और इस्पात उत्पादों की निवल बिक्री कीमत						
viii.	संयंत्र तक भाड़ा, बीमा और रर	संयंत्र तक भाड़ा, बीमा और रखरखाव					
ix.	लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।						
х.	इनपुट इस्पात जिसकी आपूर्ति	घरेलू स्तर पर की जात	ती है की सूची और कुल लागत				
xi.	कृपया यदि इनपुट इन हाऊस न	कृपया यदि इनपुट इन हाऊस नहीं हो तब आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।					
xii.	आयात किये गये इनपुट इस्पात के लिए, सी आई एफ मूल्य, शुल्क और करों, पोर्ट पर उतारने से संबंधित प्रभारों और अंतर्देशीय भाड़े की लागत के ब्यौरे के साथ भारतीय पोर्ट पर पहुंच कीमत।						
<u> </u>							

## (प्रतिष्ठान/कंपनी का नाम) के लिए और उसकी ओर से

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

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

# 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

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

#### **For Capital Goods**

% Domestic value addition

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

### 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.
- Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

#### 9 Sanctions

- 9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.
- 9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

## 10 Implementation monitoring by Ministry of Steel

- 10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

#### Reference to Ministry of Steel

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

#### Appendix A - Exclusive for domestically manufactured products

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

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

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

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

## Appendix B

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

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

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

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

<sup>\*</sup>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

	goods to l	be provi	ded on R	ks.100/- St	amp Paper Date:
I		S/o,	D/o,	W/o,	Resident of hereby solemnly affirm and declare as under:
	nat I will a	_	-		and conditions of the policy of Government of India issued vide Notification

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.>



सी.जी.-डी.एल.-अ.-04012021-224171 CG-DL-E-04012021-224171

## असाधारण EXTRAORDINARY

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

प्राधिकार से प्रकाशित PUBLISHED BY AUTHORITY

सं. 1] No. 1] नई दिल्ली, शुक्रवार, जनवरी 1, 2021/पौष 11, 1942

NEW DELHI, FRIDAY, JANUARY 1, 2021/PAUSHA 11, 1942

#### इस्पात मंत्रालय

## अधिसूचना

नई दिल्ली, 31 दिसम्बर, 2020

सा.का.नि. 1(अ).—सरकारी प्रापण में देशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने हेतु नीति (डीएमआई एंड एसपी नीति) – परिशोधित, 2019 में संशोधनों को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है:

"सं. S-13026/1/-2020-आईडीडी

इस्पात मंत्रालय

आईडी प्रभाग

उद्योग भवन.

नई दिल्ली 31 दिसंबर, 2020

विषय: सरकारी खरीद में घरेलू निर्मित लौहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-में संशोधन/परिवर्धन

सरकारी खरीदमें स्वदेशी निर्मित लौहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-(डीएमआईएंडएसपी परिशोधित, 2019) में निम्नलिखित संशोधन/ परिवर्धन तत्काल प्रभाव से लागू हैं। ये संशोधन/

3 GI/2021

दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक

दूसरे के स्थान पर किया गया है।

परिवर्धन ऐसी निविदा या खरीद पर लागू नहीं होंगे जिनके लिए निविदा आमंत्रित करने वाला नोटिस अथवा अन्य प्रकार का खरीद अधियाचन इस अधिसूचना के जारी होने से पूर्व जारी हुआ है।

## I - संशोधन:तालिका 1

## डीएमआईएंडएसपी परिशोधित 2019 ,में संशोधित डीएमआईएंडएसपी परिशोधित 2019 ,में मौजूदा खंड सं. खंड 1.3: खंड 1.3: यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ और उनके प्रशासनिक नियंत्रण के अधीन सभी प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा कि वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए वित्तपोषित परियोजनाओं पर लागू है। हालांकि, यह नीति इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर वाणिज्यिक पुन: बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से किन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी। लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशत: वित्तपोषित किया जाता है। हालांकि, यह नीति वाणिज्यिक पुन: बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी। खंड 2.13: 2 खंड 2.13: घरेलू मूल्यवर्धन निवल बिक्री कीमत(निवलघरेलू करों और घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल निवल बिक्री कीमत के एक अनुपात के रूप में भारत में मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोडकर)-निर्माण संयंत्र(सभी सीमा शुल्कों सहित) में आयात की गई खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू समानुपात के रूप में प्रतिशत में मद में आयातित मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी सामग्री का मूल्य (सभी सीमा शुल्कों सहित)। घरेलू पी) के दिशानिर्देशों के अनुरूपहोगी और उसमें भविष्य में डी मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज प्रतिशत में निवल बिक्री कीमत के एक अनुपात के के प्रयोजन के लिए घरेलूमूल्यवर्धन और स्थानीय विषय रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों वस्त का उपयोग एक दूसरे के स्थान पर किया गया है। सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के

## खंड 5.1.5

## खंड 5.1.5

यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त-यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण केवित्त पोषित सभी परियोजनाओं और उनके अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ उत्पादों की खरीद के लिए लागृ है।

प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लाग है।केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है. इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशत: वित्तपोषित किया जाता है

## खंड 5.1.6

## खंड 5.1.6

यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं यह नीति उन परियोजनाओं पर लागू होगी जहां लौह इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिकएवं इस्पात उत्पादों (डीएमआई एंड एसपी नीति का होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भीपरिशिष्ट-क) का खरीद मुल्य 5लाख रुपए से अधिक लागू होगी जहां उस सरकारी संगठन के लिए लौह एवंहोता हो। यह नीति अन्य खरीद (गैर परियोजना) के इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए सेलिए भी लागू होगी जहां उस सरकारी संगठन के अधिक होता हो।

लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मुल्य 5 लाख करोड़ रुपए से अधिक होता हो। तथापि. प्रापण इकाइयों द्वारा इस बात को सनिश्चित किया जाएगा कि इस नीति के प्रावधानों से बचने के प्रयोजनार्थ खरीद का विभाजन न किया जाए।

## खंड 7.2

## खंड 7.2

घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य शुल्कों को छोड़कर बीजककीमत) होगी जिसमें से प्रतिशत में की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल निवल बिक्री कीमत के एक अनुपात केरूप में भारत में मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोडकर)-निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की खरीदी/बेची जाने वाली वस्तुओं के कुल मुल्य के पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई समानुपात के रूप में प्रतिशत में मद में आयातित जायेगी। सामग्री का मुल्य (सभी सीमा शुल्कों सहित)।

## खंड 7.3

## खंड 7.3

यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भागयह सिफारिश की जाती है कि प्रापण करने वाली लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का सरकारी एजेंसी/ निविदा की प्रक्रिया में भाग लेने उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलूका उपयोग करते हुए घरेलू मूल्यवर्धन की गणना मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि अनरूप है।

दावा किये गये घरेलू मुलुयवर्धन इस नीति के न्युनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।

लौह एवं इस्पात उत्पादों के लिए % घरेलू मूल्यवर्धन

लौह एवं इस्पात उत्पादों तथा पूंजीगत माल के लिए % घरेलू मूल्यवर्धन

गये लौह अथवा इस्पात की पहुंच लागत X100%

अंतिम उत्पाद की निवल बिक्री कीमत- संयंत्र में आयात किये खरीदी/बेची जाने वाली वस्तु का कुल मूल्य (निवल घरेलू अप्रत्यक्ष करों को छोड़कर - मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित) -----X100%

अंतिम उत्पाद की निवल ब्रिकी कीमत	खरीदी/बेची जाने वाली वस्तु का कुल मूल्य
पूंजीगत माल के लिए	
% घरेलू मूल्यवर्धन	
अंतिम उत्पाद की निवल ब्रिकी कीमत- संयंत्र में आयात किये	
गये इनपुट सामग्री की पहुंच लागत	-
100%	
अंतिम उत्पाद की निवल ब्रिकी कीमत	

॥ डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में निम्नलिखित संशोधन किया जाता है:- जहां कहीं न्यूनतम घरेलू मूल्य वर्धन आवश्यकता कॉलम के अंतर्गत डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में 15% का न्यूनतम घरेलू मूल्य वर्धन विनिर्दिष्ट होगा, वहां उसे 20% न्यूनतम घरेलू मूल्यवर्धन से प्रतिस्थापित कर दिया जाएगा (परिशोधित परिशिष्ट-क संलग्न है)

## III- परिवर्धन/सन्निवेशन: तालिका 2

	रिवधन/साभवशनः तालिका ८			
क्रम सं	डीएमआईएंडएसपी परिशोधित, 2019 में शामिल/जोड़े गये खंड			
- 1	खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:			
	खण्ड 5.1.13: लोहे और इस्पात उत्पादों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईऔर एसपीनीति का परिशिष्ट-क)। लोहे और इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु तक हो, (डीएमआई और एसपी नीति वे परिशिष्ट- ख) के लिए पूंजीगत सामानों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविद इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी,			
2	खंड6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:			
11	खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:			
	6.9.1 प्रत्येक क्रय इकाई यह सुनिश्चित करेगी कि किसी भी निविदा या अधियाचन में निर्धारित पिछले अनुभव के संबंध में पात्रता की शर्तों हेतु अन्य देशों में आपूर्ति के प्रमाण या निर्यात के प्रमाण की आवश्यकता नहीं है।			
	6.9.2 क्रय इकाइयाँ यह देखने का प्रयास करेंगी कि पात्रता की शर्तें, जैसे टर्नओवर, उत्पादन क्षमता और वित्तीय ताकत जैसे मामलों में वैसे स्थानीय आपूर्तिकर्ता का अनुचित अपवर्जन नहीं होता है 'जो आपूर्तिकर्ता की गुणवत्ता या साख संबंधी पात्रता सुनिश्चित करने के लिए जो आवश्यक है, उससे परे अन्यथा पात्र होंगे।			
7,504	6.9.3 क्रय इकाइयाँ, इस नीति के जारी होने के 2 महीने के भीतर ऊपर उप-पैराग्राफ 6.9.1 और 6.9.2 के संदर्भ में सभी मौजूदा पात्रता मानदंडों और शर्तों की समीक्षा करेंगी।			
	6.9.4 यदि इस्पात मंत्रालय इस बात से संतुष्ट है कि लौह और इस्पात उत्पादों के भारतीय आपूर्तिकर्ताओं को प्रतिबंधात्मक निविदा शर्तों के कारण किसी भी विदेशी सरकार द्वारा खरीद में भाग लेने और / या प्रतिस्पर्धा करने की अनुमित नहीं है, जिसका भारतीय कंपनियों को प्रतिबंधित करने पर प्रत्यक्ष या अप्रत्यक्ष प्रभाव पड़ता है, जैसे कि प्रापण देश में पंजीकरण, प्रापण देश इत्यादि में विशिष्ट मूल्य की परियोजना का निष्पादन इत्यादि। यदि उपयुक्त समझा जाएगा तो उस देश के बोलीदाताओं को इस्पात मंत्रालय से संबंधित उस वस्तु तथा/ या अन्य वस्तुओं की खरीद के लिए पात्रता से प्रतिबंधित या अपवर्जित किया जा सकता है।			
	6.9.5 ऊपर उप-पैरा 6.9.4 के प्रयोजन से, किसी आपूर्तिकर्ता या बोलीदाता को उस देश से माना जाएगा यदि (i) इकाई को उस देश में निगमित किया गया है, या (ii) उसकीशेयरधारिता या इकाई काप्रभावी नियंत्रण उस देश से किया जाता है; या (iii) आपूर्ति की जा रही वस्तु के मूल्य का 50% से अधिक उस देश में शामिल किया गया है। भारतीय आपूर्तिकर्ताओं का अर्थ उन संस्थाओं से होगा जो भारत के संबंध में इनमें से किसी भी मानदंड को पूरा करते हैं। किसी देश की इकाई '(एन्टिटी) शब्द का अर्थ वहीं होगा जो डीपीआईआईटी की एफडीआई नीति के तहत समय-समय पर यथा संशोधित के अंतर्गत है।			

3 खंड 6.10 कोखंड 6.9 के नीचे निम्नवत जोड़ा जाता है:

खंड 6.10: यदि घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तों को बोली दस्तावेजों में शामिल किया जाता है, तो उस के लिए जिम्मेदारी तय करने के लिए खरीद (इसके प्रशासनिक नियंत्रणाधीन किसी ईकाई द्वारा खरीद सहित) करने वाले प्रशासनिक विभाग द्वारा जांच शुरू की जाएगी। तत्पश्चात, संबंधित प्रावधानों के तहत खरीद संस्थाओं के अधिकारियों के खिलाफ उचित, प्रशासनिक या अन्यथा कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआई और एसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

## संशोधित परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए विशिष्ट रूप से

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम मूल्यवर्धन आवश्यकता	घरेलू
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल्ड, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%	
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोल्ड (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%	
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%	
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%	
5	600 मि. मी. कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोड किया हुआ	7212	35%	
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	35%	-
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सटूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा 7214		
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रोड्स	7215	35%	
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेप और सेक्शन्स	7216	35%	
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%	
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल्ड इस्पात	7219	50%	
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल्ड इस्पात	7220	50%	
13	स्टेनलैस स्टील का अन्य बार्स और रोड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन्स	7222	50%	-
14	अन्य एलॉय इस्पात का तार	7229	35%	
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%	

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, सीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिएओपन सीन अथवावेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/ कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रोड, हॉट रोल्ड	7227	20%
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रील बार्स और रोड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	20%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	20%
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	20%
30	अधिकतक 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	20%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	20%

32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	20%
33	लौह अथवा इस्पात का फेनर्सिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	7313	20%
34	लौह अथवा इस्पात तार का ड्रील, नेटिंग और फेनर्सिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	20%
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	20%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	20%
37	लौह एवं इस्पात की वस्तुएं	7317	20%
38	लौह एवं इस्पात की वस्तुएं	7318	20%
39	लौह एवं इस्पात की वस्तुएं	7319	20%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	20%
41	लौह अथवा इस्पात का स्टोव्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	20%
42	लौह अथवा इस्पात का केंद्रीय हिर्टिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	20%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	20%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसकेपार्टस	7324	20%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	20%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	20%
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं, विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।"

> [फा. सं. एस-13026/1/2020-आईडीडी] रसिका चौबे, अपर सचिव

# MINISTRY OF STEEL NOTIFICATION

New Delhi, the 31st December, 2020

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

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

Ministry of Steel
ID Division

Udyog Bhawan,

New Delhi 31st December, 2020

Amended Clause in DMI&SP revised, 2019

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

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

#### I - Amendments: Table 1

Sl. Existing Clause in DMI&SP revised, 2019

No.	Existing Clause III Divit&SF Teviseu, 2017	Amended Clause in Divincesi Tevised, 2017
1	Clause 1.3:  The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.	Clause 1.3: The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.
2	Clause 2.13: Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.	Clause 2.13: Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

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

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

of Expenditure.

# Sl. No. Added / Inserted Clause in DMI&SP revised, 2019 Clause 5.1.13 is inserted below Clause 5.1.12 as: Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department

2 Clause 6.9 is inserted below Clause 6.8 as:

## Clause 6.9: Specifications in Tenders and other procurement solicitations:

- **6.9.1** Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- 6.9.2 Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local supplier who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- 6.9.3 Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.
- 6.9.4 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.
- 6.9.5 For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- 3 Clause 6.10 is inserted below Clause 6.9 as:

<u>Clause 6.10:</u> In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP Policy.

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

SI. No	No Indicative list of Iron & Steel Products		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		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	7309	20%	
*	Thermal equipment			
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 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		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.

## **APPENDIX - A4**

## RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

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

Bidders must submit duly sealed & signed undertaking as per format provided vide, "PROFORMA - 5" along with the technical bid.

I. 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.

### Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a county which shares a land border with India "for the purpose of this Order means: -
  - (a) An entity incorporated, established or registered in such a country; or
  - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - (d) An entity whose beneficial owner is situated in such a country; or
  - (e) An Indian (or other) agent of such an entity; or
  - (f) A natural person who is a citizen of such a country; or
  - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

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

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

\*\*\*\*\*\*

## PROFORMA - 1

## **BID SECURITY DECLARATION**

To,		
M/s. Oi	il India Limited	
•••••	,	
•••••		
	No:	
Dear Sii	r,	
		referred tender documents (including all corrigendum/ Addenda), we dder) have submitted our offer/bid no
	/s(Name of Bidder) hereby ution for Bid Security.	understand that, according to your conditions, we are submitting this
	derstand that we will be put on watch list, reach of our obligation(s) as per following	/holiday/banning list (as per policies of OIL INDIA in this regard), if we
(a)	have withdrawn/modified/amended, im bid validity specified in the form of Bid;	npairs or derogates from the tender, my/our Bid during the period of or
(b)	having been notified of the acceptance of	of our Bid by the OIL INDIALIMITED during the period of bid validity:
	document.	ntract, if required, or Contract Performance Security, in accordance provisions of tender etical corrections' as per provision of tender document.
(c)		ollusive/coercive practice as per procedure.
Place: Date:		[Signature of Authorized Signatory of Bidder] Name: Designation: Seal:

## PROFORMA – 2

## **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 **Tender No.**......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:
  - 1. 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.
  - 2. 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.
  - 3. 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 Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office 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.
  - 1. 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 h e/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.

- 2. 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.
- 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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.
- 4. 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.
- (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

#### **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.

- 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.

#### 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, i.e. New Delhi. 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 is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

M. B. SINGHA	
For the Principal	For the Bidder/Contractor
	Witness 1:
Place: Duliajan	Witness 2:

Date: 07.04.2021

## PROFROMA – 3

## **PERFORMANCE SECURITY FORM**

TO,

OIL INDIA LIMITED, DULIAJAN - 786 602 ASSAM, INDIA

WHEREAS
(Name of the Seller) (herein after called 'the Seller') has undertaken, in pursuance of Order No
AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.
AND WHEREAS we have agreed to give the Seller a Guarantee:
THEREFORE, we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of
your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This Guarantee is valid until the day of
The details of the issuing bank and controlling bank are as under:
A. Issuing Bank
1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:
B. Controlling Office
1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:
Signature & Seal of the guarantors
Date

## PROFORMA - 4

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

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

Ref. No	Date
То,	
General Manager (Materials) Materials Department Oil India Limited, Duliajan	
Sub: Undertaking of authenticity of information/docume Ref: Your tender No Dated	nts submitted
Sir,	
With reference to our quotation no dhereby undertake that no fraudulent information/docume	dated against your above-referred tender, we ents have been submitted by us.
We take full responsibility for the submission of authentic	information/documents against the above cited bid.
submitted by us are found to be false/forged/fraudule	cract agreement, in case any of the information/documents int, OIL has right to reject our bid at any stage including ord of contract and/or carry out any other penal action on us,
Yours faithfully, For (type name of the firm here)	
Signature of Authorised Signatory	
Name : Designation : Phone No. Place : Date :	
(Affix Seal of the Organization here if applicable)	

## PROFORMA - 5

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)				
Ref. No		Date:		
Tender No	Date:			
OIL INDIA LIMITED MATERIALS DEPARTM DULIAJAN, ASSAM, INI				
Dear Sirs,				
with India; We certify t Competent Authority.	hat this bidder is not from such We hereby certify that this bio	curement from a bidder of a country which shares a land border a country or, if from such a country, has been registered with the dder fulfils all requirements in this regard and is eligible to be e Competent Authority shall be attached.]"		
submitted by us are fo		contract agreement, in case the above information/documents d has the right to immediately reject our bid/terminate contract accordance with law.		
Yours faithfully, For (type name of the f	firm here)			
,	d Signatory nization here, if applicable) d be returned along with offer d	uly sign od		

## PROFORMA - 6

## FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I......sson/daughter of Shri.....in the capacity of......

(designation) do provide the following information, relevant to the previous year				
case/iii the case of for the purposes of sub-section (5) of section 90/section 90A:—				
SI. No.	Nature of information	:	Details #	
( <i>i</i> )	Status (individual, company, firm etc.) of the assessee			
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:		
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:		
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident			
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable			
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in $(v)$ above, is applicable	:		
2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of				
	Signatur	e:		
	Name:			
	Adare Permanent Account Number or Aadhaar Num			
	<u>Verification</u>			
Ido hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.				
Verified	I today the day of			
Place: <mark>.</mark>	Signature of the person prov	iding	the information	

#### Notes:

- 1. \*Delete whichever is not applicable.
- 2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

## PROFORMA - 7

(On the official Letter Head of the Bidder)

## No Business Connection or Permanent Establishment Certificate

То	Date:
Oil India Limited Duliajan, Assam India - 786602	
Sir,	
Sub: No Business Connection or Permanent Establishment declaration for FY	<u></u>
This is to certify that(Name of the bidder/contractor in(country). We are resident of(country) rendered in(country). We do not have any business conr provision of Section 9 of the Indian Income Tax Act 1961 or any Permanent Establish of the India and(country) DTAA.	and the services have been ection in India as per the
We hereby certify that we will notify OIL in case of any change in the status as certific	ed above.
We also affirm that we shall hold you indemnified, if in future, anything is found company faces any issues or demand under Indian Income Tax Act due to any wrong	•
For	
Authorised Signatory	

(**Note** – Please refer definition of the Business Connection and Permanent Establishment in the relevant DTAA)

### **Definition of Business Connection**

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) Has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident, unless his activities are limited to the purchase of goods or merchandise for the non-resident; or
- (b) Has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) Habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident(hereafter in this proviso referred to as the principal non-resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non-resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status.

\*\*\*\*\*\*

## PROFORMA - 8

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

(ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER)

Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC  Tender No.:	
I the authorized signame of address) do hereby affirm and declare as under:	
The balance sheet/Financial Statements for the financi actually not been audited as on the Original Bid closing D	
Place : Date :	Signature of the authorized signatory
	ering the time required for preparation of Financial ancial / accounting year falls within the preceding six late.

## PROFORMA - 9

## **CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD				
TO WHOM IT MAY CONCERN  This is to certify that the following financial positions extracted from audited financial statements of M/s(Name of the bidder) for the last 3 (three) completed accounting years upto(as the case may be) are correct.				
YEAR	TURNOVER In INR (Rs.) Crores/ USD Million*	NET WORTH In INR (Rs.) Crores / USD Million*		
*Rate of conversion (if used any): USD 1.00 = INR				
Place: Date:				
Seal:				
Membership No.: Registration Code:				
Signature:				

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.

<sup>\*</sup>Applicable for Global Tenders.

## PROFORMA – 10

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

## **DEED OF GUARANTEE**

name) Regist	DEED OF GUARANTEE executed at this day a company duly organized and existing under the laws be red Office atherein after called repugnant to the subject or context thereof, be deemed	of(insert jurisdiction/country), having its "the Guarantor" which expression shall, unless excluded			
for suppo where throug	REAS M/s. Oil India Limited (hereinafter referred to as	against the said tender and desires to have Financial lding Company(Delete whichever not applicable)] and ichever not applicable) represents that they have gone and are capable and committed to provide the Financial			
Now,	it is hereby agreed by the Guarantor to give this Guarant	ee and undertakes as follows:			
1. 2.	The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.  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.					
4.					
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				
	(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	e 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.				
	- · · · · · · · · · · · · · · · · · · ·	uthority to issue this Guarantee and that giving of this of the obligations hereunder do not contravene any			
ſ	for and on behalf of (Parent/Ultimate Parent/ Holding	for and on behalf of (Bidder)			
	Company) (Delete whichever not applicable)	, ,			
	Witness:	<u>Witness</u> :			
	1.	1.			
	2	2.			