



**FORWARDING LETTER**

**Subject: Tender No. SSI4479P24/C5 dated 14.09.2023 For Procurement of CGI Sheets under Rate Contract for 2 Years.**

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 Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0 In connection to its operations, OIL invites **COMPETITIVE BIDS** from competent and experienced bidders through OIL's e-procurement site for "**PROCUREMENT OF CGI SHEETS UNDER RATE CONTRACT FOR 2 YEARS (QTY: 10,000 Nos, Tentative)**". One complete set of Bid Document for above is uploaded in OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <https://www.oil-india.com/>. 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.	:	<b>SSI4479P24/C5 dated 14.09.2023</b>
Type of Bidding	:	<b>SINGLE STAGE TWO BID SYSTEM</b>
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	<b>18.10.2023, (11:00 HRS).</b>
Technical Bid Opening Date & Time	:	<b>18.10.2023, (14:00 HRS).</b>
Price Bid Opening Date & Time	:	TO BE DECIDED POST TECHNICAL EVALUATION
Bid Security Amount	:	<b>₹ 3,37,926/-</b>
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 minimum <b>120 days</b> from actual bid closing date.
Performance Guarantee	:	Applicable @ 10% of the individual Order valuing INR 5.00 Lakhs & above in the event of Award
Integrity Pact	:	Applicable

MSE Purchase Preference	:	Applicable
Public Procurement (Preference To Make In India) (PPP-MII )	:	Applicable
Preference to domestically manufactured Iron and Steel product (DMI & SP Policy) Policy	:	Applicable
Banning Policy	:	Applicable
Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
Contact Details	:	<b>BANDANA BORAH</b> <b>Manager Materials (IP)</b> <b>E-MAIL: <a href="mailto:bandana.borah@oilindia.in">bandana.borah@oilindia.in</a></b> <b>PHN: 0374-2808740</b>
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: <a href="mailto:erp_mm@oilindia.in">erp_mm@oilindia.in</a>
Bids to be addressed to	:	GM-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.

LIST OF ANNEXURES & PROFORMA		
ANNEXURE-IA	:	TECHNICAL SPECIFICATIONS WITH QUANTITY
ANNEXURE-IB	:	SPECIAL TERMS & CONDITIONS
ANNEXURE-CCC	:	BID REJECTION CRITERIA(BRC)/ BID EVALUATION CRITERIA
ANNEXURE-G	:	GENERAL NOTES TO BIDDER
ANNEXURE-DDD	:	Format for Integrity Pact
ANNEXURE-BB	:	Price Bid Format/Price Schedule –(Attached in 'Notes & Attachments')
ANNEXURE -D	:	COMMERCIAL CHECKLIST & ADDITIONAL INFORMATION
ANNEXURE EEE FFF GGG	:	TECHNICAL BID CHECK LIST/RESPONSE SHEET
ANNEXURE -N	:	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
Exhibit I & II	:	FORMAT FOR UNDERTAKING TOWARDS COMPLIANCE OF RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
ANNEXURE BBB	:	TAXES AND DUTIES CLAUSE
ANNEXURE K	:	FORMAT FOR UNDERTAKING TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
ANNEXURE M	:	UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE
ANNEXURE J	:	FORMAT FOR ANNUAL TURNOVER AND NET WORTH CRITERIA
ANNEXURE -EVIII	:	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER (PPP-MII Order).
ANNEXURE - H	:	POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP)
General Terms & Conditions	:	(i) MM/LOCAL/E-01/2005 FOR E-PROCUREMENT OF INDIGENOUS TENDERS (ii) GUIDELINE'S TO BIDDERS (iii)NEW INSTRUCTIONS (iv) BANNING POLICY

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

Thanking You  
Yours Faithfully,  
OIL INDIA LIMITED

**(BANDANA BORAH)**  
**Manager Materials (IP)**  
**For GM-Materials (HoD)**  
**For Resident Chief Executive**

**ANNEXURE-IA**

**TECHNICAL SPECIFICATIONS WITH QUANTITY:**

<b>Item No./ Mat. Code</b>	<b>Material Description</b>	<b>Quantity</b>	<b>Complied/Not Complied. (Remarks if any)</b>
<b><u>10</u></b> 83310356	<p>SHEET, CORRUGATED IRON, GALVANISED, TESTED QUALITY, TO IS:277-2003, CLASS 4 - 275 GSM OF ZINC (SPELTER) COATING PER SQUARE METER, BOTH SIDES INCLUSIVE</p> <p>Size: 3000 mm. (10') Length, Nom. overall width of sheet measured between crowns of outside corrugation - 900 mm. (Before corrugation) &amp; 810 mm (After corrugation), Thickness 0.63 mm (24G), No. of corrugations - 10, Nominal depth of corrugation: 18 mm, Nominal pitch of corrugation: 75 mm, Weight per sheet: 13.04 Kg. to 14.58 Kg., No. of sheet / bundle - 7, Weight per bundle: 91.28 Kg. to 102.1 Kg.</p>	<b>10,000 NOs</b>	



**SPECIAL TERMS & CONDITIONS :**

**SPECIAL TERMS AND CONDITIONS:**

1. CGI sheet should conform to IS 277:2003.
2. Manufacturer's name or trademark, grade of coating, length, width, thickness and number of corrugations, grade in case of corrugated sheets and material identification (grade, quality etc.) shall legibly (must be clearly visible from a distance of minimum 1 meter) be marked on top of each sheet or shown on a tag attached to each bundle.
3. The CGI sheets should be of premier quality, without any dents & folds
4. OIL reserves the right to go for self-testing of the sheets at their own certified testing laboratories if required.

**Note:**

**Delivery:** Delivery has to be made on as and when required basis. Supply to be made within a maximum of 45 (Forty-Five) days from the date of receipt of supply order.

**Bidders not complying to the aforementioned delivery schedule shall be liable for rejection.**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non-compliance to all the terms and conditions of the NIT.**



ANNEXURE – CCC**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non-responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>A) <u>TECHNICAL:</u></b></p> <p>(a) Bidder should have the experience of successfully executing <b>at least 01 (one) order of Similar Items</b> for value not less than <b>₹ 42.24 Lakhs in one year</b> in preceding <b>05 (five) years</b> as on the original Bid Closing date of this tender.</p> <p><b>Similar Item means “CGI Sheet of different sizes”.</b></p> <p><b><u>Note:</u></b> Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <p>(i) Satisfactory Inspection Report (OR)</p> <p>(ii) Satisfactory Supply Completion / Installation Report (OR)</p> <p>(iii) Consignee Receipted Delivery Challans (OR)</p> <p>(iv) Tax Invoices issued under relevant rules of GST &amp; copy of the e-way bill (OR)</p> <p>(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p>	

**Note:**

*a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.*

*b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.*

**Note:**

*(i) Original Bid Closing Date of the tender shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original Bid Closing Date.*

*(ii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.*

**B) FINANCIAL:**

**a) ANNUAL TURNOVER :** The bidder must have annual Financial Turnover from Operations equal to ₹ 42.24 Lakhs in any of the preceding three (3) financial/ accounting years reckoned from the original bid closing date as per the Audited Annual Reports

[Annual Financial Turnover of the bidder from operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

**b) NET WORTH:** The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.

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

**Note - For (a) & (b):**

**Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit**

an affidavit/undertaking certifying that 'As on the Original Bid Closing Date, the balance sheet/Financial Statements for the financial year ..... (As the case may be) has actually not been audited so far'.

**Note(s):**

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

i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number & UDIN No.), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-J**.

**OR**

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

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

**C) COMMERCIAL:**

i) Validity of the bid shall be **minimum 120 days** from the Bid Closing Date.

ii) **Bid security:**

The bid must be accompanied by Bid Security of **₹ 3,37,926.00** in OIL's prescribed format as Bank Guarantee in favor of OIL. The Bid Security in original hard copy is to be submitted manually in sealed envelope super-scribed with Tender no. and Bid Closing date to **GM-Materials, Materials Department, Kind Attention: Bandana Borah, Manager Materials (IP), Oil India Limited, Duliajan- 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for till 15.05.2024.**

**Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.**

**If bid security in ORIGINAL of above-mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.**

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

**The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.**

iii) Bids are invited under “**Single Stage Two Bid System**”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) **Performance Security:**

The successful bidder shall submit Performance Security @ 10% of the value of the individual purchase orders within 30 days of receipt of the respective orders awarded under the rate contract, failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form:

**A Bank Guarantee in the prescribed OIL’s format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).**

**The validity requirement of Performance Security is assuming dispatch within stipulated delivery period and conformation to all terms and conditions of order. In case of any delay in dispatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.**

**However, PBG will be applicable only if value of Purchase Order exceeds Rs. 5(five) lakhs.**

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

viii) Technical RFx Response folder is meant for Technical bid only. Therefore, no price should be given in Technical RFx Response folder, otherwise the offer will be rejected.

ix) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

**x). Integrity Pact :**

**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be submitted 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 has 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**

**xi) 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) Original Bid Security not received within the stipulated date & time mentioned in the Tender.**

**(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**

**(d) In case the Party refuses to sign Integrity Pact.**

**(e) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.**

**NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG**

**The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:**

**“The Bank Guarantee issuing Bank branch must ensure the following:**

**The Bank Guarantee issued by the Bank must be routed through SFMS platform as per 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 ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602.

The Bank details are as under:

**Bank Details of Beneficiary:-**

**A) Bank Name: ICICI BANK LTD.**

**B) Branch Name: DULIAJAN**

**C) Branch Address: KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602**

**D) IFSC Code: ICIC0000213**

**E) Unique identifier code (Field 7037): OIL503988890**

**F) Company name: Oil India Limited**

**G) Swift Code: ICICINBBXXX**

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.

**2.0 BID EVALUATION CRITERIA (BEC)**

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidence pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. **The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.**

**A) TECHNICAL:**

1. The manufactured product should be strictly as per OIL's tender specifications.

2. Bids shall be evaluated strictly as per NIT specifications, terms and conditions

**B) COMMERCIAL:**

i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.



<p>ii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".</p> <p>iii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>iv) 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 the company, failing which the offer will be summarily rejected.</p>	
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**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of the NIT.**



**GENERAL NOTES TO BIDDERS**

- 1) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos. = 0374-2807178/ 7171/ 7192/ 4903. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in); [esupport@oilindia.in](mailto:esupport@oilindia.in)
- 2) OIL's office timings are as below-

	Time (in IST)
Monday-Friday	07:00 AM to 11:00 AM, 12:30 PM to 03:30 PM
Saturday	07:00 AM to 11:00 AM
Sundays and Holidays	Closed

Vendors should contact OIL officials at above timings only.

- 3) OIL Bank Details :

	Bank Details of Beneficiary	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist – Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No	9435554859
j	Contact Person Name	Mr. K. L. K. Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	<a href="mailto:Sbi.02053@sbi.co.in">Sbi.02053@sbi.co.in</a>

- 4) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- 5) The prescribed Bid Forms for submission of bids are available in the Technical RFx-> External Area -> Tender Documents.
- 6) Bidder are advised to fill up the Technical bid check list **Annexure EEE** and Response sheet **Annexure FFF** given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the Technical Attachment. For details, please refer “Vendor User Manual” / “NEW INSTRUCTIONS”
- 7) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website ([www.oil-india.com](http://www.oil-india.com)) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- 8) The tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit both the “**TECHNO-COMMERCIAL UNPRICED BID**” and “**PRICED BID**” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.
- 9) **Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> Technical Attachment only. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer shall be rejected.**
- 10) **The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. For price upload area, please refer “NEW INSTRUCTIONS”. Please refer Annex-BB for price schedule.**
- 11) **Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-CCC.**
- 12) 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 scribed with **Tender no.** and **Due date** to **GM- Materials (HoD), Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.
  - a) **Detailed Catalogue (if any)**
  - b) **Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.

- 13) Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT 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.

- 14) 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.
- 15) Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 16) The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.
- 17) 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 the company, failing which the offer will be summarily rejected.
- 18) Bidders are requested to refer to the enclosed **Annexure-BBB** for the Taxes and Duties clauses under GST regime.
- 19) Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

20) **PAYMENT TERM : OIL's standard payment terms are as listed below :**

(i) Payment will generally be made against completed supply, including installation & commissioning (if included in Supplier's scope). Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

(ii) Payment to the extent of maximum 90% of the value of supply will be released within 21 days of receipt of materials at destination/site as per purchase order against direct submission of undisputed invoice to OIL and the remaining 10% shall be released upon acceptance of goods after due adjustment towards applicable Liquidated Damages.

In certain cases, OIL will consider release of 100% payment within 21 days of receipt and acceptance of supply at destination/site as per purchase order against undisputed invoice, subject to adjustment towards applicable Liquidated Damages.

(iii) Wherever installation and commissioning etc. are to the scope of Supplier, maximum 80% of the cost of materials shall be payable within 21 days of receipt & verification of completeness of all the goods at destination/site as per purchase order against undisputed invoice and the remaining payment shall be released after successful commissioning.

**The above payment terms supersede all the payment terms contained elsewhere in the tender document as well as "General Terms and Conditions for e-Procurement" (Document No. MM/LOCAL/E-01/2005). Bidders to note that no other payment terms, apart from the above listed payment terms, shall be accepted by OIL.**

- 21) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil

India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

- 22) **Bidders who do not have E-tender Login ID and Password should complete their online registration at least seven (07) 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 <https://etenders.srm.oilindia.in/irj/portal>**
- 23) **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.**
- 24) **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.

**Note: In case of MSE/PSUs/Govt. Bodies/eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam -786602 for waiver of EMD upto one week prior to the Bid Closing Date (or as amended in e-portal).**

- 25) Categorization and various Criteria applicable to **MSE** bidders shall be guided by the Gazette Notification No.CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE-16062021-227649 dated 16th June,2021 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 the following documents for availing the benefits applicable to MSEs:

**Udyam Registration Number with Udyam Registration Certificate.**

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

- 26) **MSE Units (Manufacturers/Service Providers only and not their dealers/distributors) registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. 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.**

**The turnover related figures of the bidders claiming as MSE bidders as mentioned above shall be considered based on Bidders self-declarations to be submitted with their bid as per new gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020. However, in case of any intentional misrepresentations or attempts to suppress facts in the self-declaration, the bidder shall be liable to penalty as specified under section 27 of the Act.**

**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.**

27) **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.

**28) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER (PPP-MII Order).**

Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India vide notification no. No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as amended time to time shall be applicable for procurement. Bidders are required to go through details of the Policy while submitting their bid.

**29) MOP&NG vide Notification No File No.FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 has modified Para 14 of the PPP-MII Order (Appendix A1) as below:**

- a. Limit for exemption of small purchase under Para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

**THE BIDDERS MUST HAVE MINIMUM 50% LOCAL CONTENT FOR THE TENDERED ITEM TO BE ELIGIBLE TO BID AGAINST THIS TENDER.**

**ONLY CLASS -I BIDDERS ARE ELIGIBLE TO BID AGAINST THIS TENDER.**

**30) POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP):**

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.



**31) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

“Banning Policy dated 17<sup>th</sup> March, 2023 as uploaded in OIL’s website ([www.oilindia.in](http://www.oilindia.in)) in line the provisions of Office Memorandum no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

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

At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

**32) RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH**

**SHARES A LAND BORDER WITH INDIA:** It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February,2023(order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017.Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed **Annexure-N** of this tender.

**In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this tender.**

- 33) INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-DDD 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 has been signed by the bidder’s authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

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

Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail:  
[tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)

Shri Ram Phal Pawar, IPS (Retd.),  
Former Director, NCRB, MHA  
E-mail IDs: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com)  
[ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)

SHRI OM PRAKASH SINGH, IPS (Retd.), Former DGP, Uttar Pradesh E-mail:  
[Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

- 34) While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria)**.
- 35) **Bidders should fill-up and submit along with their bid an UNDERTAKING towards authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**
- 36) **ONLINE VIEWING OF PRICE BY BIDDER**: For 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 & Attachment" (i.e., NO PRICE Condition), Bidders 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 uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.
- 37) **DISCLAIMER**: Rates/Costs shown above are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.
- 38) **PBG UNDERTAKING FORM**: In the event of award of purchase order against this tender, the successful bidder **must comply with the stipulations** of the enclosed **"PBG UNDERTAKING FORM - ANNEXURE-M"** and **submit it duly filled-in along-with their PBG (Performance Bank Guarantee)**.
- 39) **The applicable GST on Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with**

applicable GST.

**40) DELIVERY/COLLECTION INSTRUCTIONS IN THE EVENT OF TRANSPORTATION IS IN OIL'S SCOPE:**

- i. The supplier shall be required to deliver the Sundry consignments of weight less than 03 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
- ii. Consignments weighing more than 3 (Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
- iii. The name of OIL's current authorized transporters is M/s Western Carriers (India) Ltd.

**Bidder's are requested to note the above delivery/collection instructions while submitting their offers.**

**41) BID SECURITY NOTE REGARDING SUBMISSION OF EMD/PBG IN THE FORM OF BANK GUARANTEE (BG) :** Except exempted bidders, all bids must be accompanied with Earnest Money Deposit (also known as Bid Security) in the form of Bank Guarantee; or through online banking transaction i.e. NEFT / RTGS / IMPS that can be carried out through OIL's e-tender portal.

In case, EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. Scanned copy of the same shall be uploaded by bidder in the online bid and hard copy of the same will have to be received by OIL within the Bid Closing Date & Time, failing which the bid shall be treated as incomplete & will lead to rejection of the bid without any reference cited to the bidder.

Bidders to note that 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.

**[Tender number (in case of EMD) and Purchase Order Number (in case of PBG) should reflect in the SFMS text under MT 760/MT 760 COV]**

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

**Bank Details of Beneficiary:-**

**A) Bank Name:** ICICI BANK LTD.

**B) Branch Name:** DULIAJAN

**C) Branch Address:** KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602

**D) IFSC Code:** ICIC0000213

**E) Unique identifier code (Field 7037):** OIL503988890

**F) Company name:** Oil India Limited

**G) Swift Code: ICICINBBXXX**

**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.**

42) Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

**43) REGISTRATION OF SUPPLIERS ON GOVERNMENT E-MARKET PLACE (GEM) UNDER RULE 150 OF GENERAL FINANCIAL RULE (GFR 2017):**

a) In line with O.M. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, Government of India, it shall be mandatory for sellers providing Goods and Services to Oil India Limited to be registered on GeM and obtain a unique seller ID, at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/ purchase order while awarding any contract / order for procurement by Oil India Limited governed by the GFRs 2017. In this regard, the bidder/seller providing goods and services to Oil India Limited has to mandatorily register on Government E-Marketplace (GeM) [Website: [www.gem.gov.in](http://www.gem.gov.in)] and obtain a unique GeM seller ID.

b) Kindly indicate the GeM seller ID in your offer/bid/proposal to facilitate to comply with the aforementioned Office Memorandum

44) Oil India Limited (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following documents available on the login Page of the OIL's E-tender Portal before uploading their bid.

a) Guidelines to Bidders for participating in OIL.

b) New Vendor Manual

45) Oil India Limited (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website [www.oilindia.com](http://www.oilindia.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

46) Bidder's response to all NIT stipulations shall clearly be defined. Bidder shall furnish specific details/ specifications of all major components, systems with Make & Model; etc. Generalised response like - 'As per NIT Specifications/ Technical Leaflet', 'Noted', 'and Accepted' or in any similar fashion is not acceptable.

47) Bidders are requested to visit OIL's e-tender portal regularly for any corrigenda / addenda etc. w.r.t. this tender. No separate notification shall be sent in this regard.

48) **FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM:**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Seller's submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

49) The quantity mentioned in the Tender (in Annexure-IA) is purely tentative for meeting approximately OIL's 02 (two) years requirement. However, the quantity may decrease depending on the Company's actual requirement. Supply to be made to the extent of individual supply order to be issued by the Company from time to time based on the Company's actual requirement.

50) The Tender has been floated for entering a Rate Contract initially for a period of 02 (two) years, with a provision of further extension of another 01 (one) year at the same terms & conditions, post initial Contract duration.

51) During the Contract period, no request for price escalation will be entertained by the Company. The prices will remain firm during the entire Contract period.

52) **FALL CLAUSE:**

- The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods Procurement of GOODS or offers to sell Goods of identical description, to any persons/ organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.
- The above stipulation shall, however, not apply to:
  - a) Exports by the contractor
  - b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
  - c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates.
- The Supplier / Contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract:

*“We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-”*

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

**Section: 1 -Commitments of the Principal**

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii) The Principal will exclude from the process all known prejudiced persons.

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

## **Section: 2 -Commitments of the Bidder/Contractor**

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

- (i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
- (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.



- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

### **Section 4 -Compensation for Damages**

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

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

#### **Section 5 -Previous transgression**

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

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

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

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

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

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

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

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

#### **Section: 8 -External Independent Monitor/Monitors**

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

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

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

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

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

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

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

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

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

#### **Section:9 -Pact Duration**

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

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

#### **Section:10 -Other provisions**

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

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

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

partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

<b>Bandana Borah</b> <b>Manager Materials (IP)</b> <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
--	---

**Technical Bid Checklist****Annexure-EEE**

Tender No.			
Bidder's Name :			
		<b>Compliance by Bidder</b>	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable) ?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT .		

NOTE: Please fill up the greyed cells only.

(\*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

**Response Sheet****Annexure-FFF**

Tender No.
Bidders Name

**Bidders Response Sheet**

SI No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	

**NOTE: Please fill up the greyed cells only.**

(\*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)  
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....  
Name of Beneficiary :M/s.....  
Vendor Code :.....  
Address :.....  
.....  
Phone No. (Land Line) :.....  
Mobile No. :.....  
E-mail address :.....  
Bank Account No. (Minimum  
Eleven Digit No.) :.....  
Bank Name :.....  
Branch :.....  
Complete Address of your  
Bank :.....  
IFSC Code of your Bank  
a) RTGS :.....  
b) NEFT :.....  
PAN :.....  
VAT Registration No. :.....  
CST Registration No. :.....  
Service Tax Registration No. :.....  
Provident Fund Registration :.....

**I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.**

Office Seal

.....  
Signature of Vendor

**Counter Signed by Banker:  
Seal of Bank:**

**Enclosure: Self attested photocopies of the following documents-**

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम) पंजीकृत कार्यालय : दुलियाजान, असम

**Oil India Limited**

(A Government of India Enterprise) Registered Office : Duliagan, Assam

प्लॉट. न. 19, सैक्टर 16-ए, नोएडा-201301 उत्तर प्रदेश

**Plot No. : 19, Sector 16-A, Noida-201301, Uttar Pradesh**

दूरभाष / Telephone : 0120-2419000 फैक्स / Fax : 0120-2488310

CIN : L11101AS1959GOI001148 ई-मेल / E-mail : oilindia@oilindia.in वेबसाइट / Website : www.oil-india.com

**CIRCULAR**

**Ref: OIL 62/C&P/19**

**Date: 19.01.2021**

**From : General Manager (C&P), Corporate Office**


**To : All Executives of C&P Department, All Spheres**

**Sub : Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI&SP) in Government Procurement.**

Reference is invited to OIL's Circular No. OIL 62/10/249 dated 13.09.2019, whereby revised Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI&SP) issued by Ministry of Steel was notified for compliance by all concerned.

2.0 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 enclosed for information and compliance by all concerned.

All concerned are advised to be guided accordingly.

  
19/01/2021

(Anita Dam)

General Manager (C&P)

For Chairman & Managing Director



cc: CMD

cc: D (F) / D (O) / CVO

cc: RCE / ED (RF) / ED (E&D) / ED (BD) / ED ( F&A), FHQ / ED (CA) / ED(F&A), Corp.

cc: CGM (C&P), FHQ / CGM (KGB)

cc: GM (Materials), FHQ





# भारत का राजपत्र The Gazette of India

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असाधारण  
EXTRAORDINARY

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

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

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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

आईडीडी 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/

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

### I – संशोधन:तालिका 1

क्रम सं.	डीएमआईएंडएसपी परिशोधित 2019 ,में मौजूदा खंड	डीएमआईएंडएसपी परिशोधित 2019 ,में संशोधित खंड
1	<p><b>खंड 1.3:</b></p> <p>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 वित्तपोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः 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।</p>	<p><b>खंड 1.3:</b></p> <p>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। 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/ अंशतः वित्तपोषित किया जाता है।</p> <p>हालांकि, यह नीति वाणिज्यिक पुनः 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।</p>
2	<p><b>खंड 2.13:</b></p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत(निवलघरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री 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 जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>	<p><b>खंड 2.13:</b></p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)। घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री 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 जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>

3	<p><b>खंड 5.1.5</b></p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त-पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।</p>	<p><b>खंड 5.1.5</b></p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है</p>
4	<p><b>खंड 5.1.6</b></p> <p>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।</p>	<p><b>खंड 5.1.6</b></p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों (डीएमआई एंड एसपी नीति का परिशिष्ट-क) का खरीद मूल्य 5 लाख 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 5 लाख करोड़ रुपए से अधिक होता हो। तथापि, प्रापण इकाइयों द्वारा इस बात को सुनिश्चित किया जाएगा कि इस नीति के प्रावधानों से बचने के प्रयोजनार्थ खरीद का विभाजन न किया जाए।</p>
5	<p><b>खंड 7.2</b></p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजककीमत) 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 जायेगी।</p>	<p><b>खंड 7.2</b></p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)।</p>
6	<p><b>खंड 7.3</b></p> <p>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 न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p><b>लौह एवं इस्पात उत्पादों के लिए</b></p> <p><b>% घरेलू मूल्यवर्धन</b></p> <p>अंतिम उत्पाद की निवल बिक्री कीमत- संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत-----</p> <p>X100%</p>	<p><b>खंड 7.3</b></p> <p>यह सिफारिश की जाती है कि प्रापण करने वाली सरकारी एजेंसी/ 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 न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p><b>लौह एवं इस्पात उत्पादों तथा पूंजीगत माल के लिए</b></p> <p><b>% घरेलू मूल्यवर्धन</b></p> <p>खरीदी/बेची जाने वाली वस्तु का कुल मूल्य (निवल घरेलू अप्रत्यक्ष करों को छोड़कर - मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित) -----</p> <p>-----X100%</p>



अंतिम उत्पाद की निवल ब्रिकी कीमत पूँजीगत माल के लिए % घरेलू मूल्यवर्धन अंतिम उत्पाद की निवल ब्रिकी कीमत- संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत-----X 100% अंतिम उत्पाद की निवल ब्रिकी कीमत	खरीदी/बेची जाने वाली वस्तु का कुल मूल्य
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II 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/संश्लेषण: तालिका 2

क्रम सं	डीएमआईएंडएसपी परिशोधित, 2019 में शामिल/जोड़े गये खंड
1	<p><b>खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:</b></p> <p>खण्ड 5.1.13: लोहे और इस्पात उत्पादों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआई और एसपी नीति का परिशिष्ट-क)। लोहे और इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु तक हो, (डीएमआई और एसपी नीति के परिशिष्ट- ख) के लिए पूँजीगत सामानों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी,</p>
2	<p><b>खंड 6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:</b></p> <p><b>खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:</b></p> <p><b>6.9.1</b> 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।</p> <p><b>6.9.2</b> क्रय इकाईयों यह देखने का प्रयास करेंगी कि पात्रता की शर्तों, 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।</p> <p><b>6.9.3</b> क्रय इकाईयों, 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।</p> <p><b>6.9.4</b> 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 अनुमति 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।</p> <p><b>6.9.5</b> 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) उसकी शेयरधारिता या इकाई का प्रभावी 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' (एन्टीटी) शब्द का अर्थ वहीं होगा जो डीपीआईआईटी की एफडीआई नीति के तहत समय-समय पर यथा संशोधित के अंतर्गत है।</p>

3	<p>खंड 6.10 को खंड 6.9 के नीचे निम्नवत जोड़ा जाता है:</p> <p><b>खंड 6.10:</b> 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। तत्पश्चात्, 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।</p>
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**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 रोलड, 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 रोलड (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 कोट किया हुआ	7212	35%	
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ढँका हुआ क्वाइल में बार्स और रॉड, हॉट रोलड	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 रोलड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	35%	
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 रोलड इस्पात	7219	50%	
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोलड 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, रिबेट 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 लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट 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 ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोलड	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 रोलड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोलड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोलड	7227	20%
26	अन्य एलॉय स्टील का अन्य बार्स और रॉड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रॉड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	20%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटेड 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	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, 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 स्टैंडिड 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 फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; टिवस्ट किया हुआ हूप अथवा सिंगल प्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से टिवस्ट किया हुआ डबल वायर	7313	20%
34	लौह अथवा इस्पात तार का ड्रिल, नेटिंग और फेनसिंग; 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 स्टोक्स, 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 हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	20%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	20%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसके पार्ट्स	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 31<sup>st</sup> December, 2020

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

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

**I - Amendments: Table 1**

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



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

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

## III - Additions / Insertions: Table 2

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

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

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



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

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

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

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

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

RASIKA CHAUBE, Addl. Secy.

