

General Purchase Conditions

Date:22.01.2020

The following conditions shall be applicable for all Non Hydrocarbon procurement unless specifically mentioned in the Special Purchase Conditions.

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GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company/ Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/ agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS/ MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE/ LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LIMITED desires to receive materials any where in India as mentioned in RFQ.
- 1.6. **"RATE CONTRACT"** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.

2. REFERENCE FOR DOCUMENTATION:

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract/ Purchase Order.
- 2.2. After finalization of Contract/ Purchase Order: The number and date of Rate Contract/ Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
- 2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

The right to accept the tender will rest with the Owner.

4. LANGUAGE:

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India

5. **PRICE:**
Unless otherwise agreed to the terms of the RFQ, price shall be:
Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. **TAXES AND DUTIES:**
All vendors shall have GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required.

6.1 GST:

6.1.1. GST extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.

6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.

6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

Vendor shall ask the transporter of the goods to hand over the copy of GST invoice (transporter's copy) at the time of delivery of goods at owner's site.

The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws. Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER."

6.2 FREIGHT:

6.2.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

6.3. NEW STATUTORY LEVIES: All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.4 VARIATION IN TAXES/ DUTIES: Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

6.5 INCOME TAX (WITHHOLDING TAX): In the case of avilment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e. the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details:

- a) Name of Vendor (assessee);
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

The Tax Residency Certificate shall be duly verified by the Government of the Country or the specified territory of the assessee of which the assessee claims to be a resident for the purposes of tax.

7. INSPECTION:

7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.

7.2. Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below:
http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.

7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections, BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.

7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the

requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

- 8.1 **SEA SHIPMENT:** All shipment of materials shall be made by first class direct vessels as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Limited or order'.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS: All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin certificate, test/ composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

In the case of FOB orders, shipping arrangements shall be made by the Chartering Wing of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings, name of supplier, ports of loading, etc. 6-weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

- 8.2 AIRSHIPMENT:** In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LIMITED.

TRANSMISSION OF SHIPPING DOCUMENTS for both modes of shipment viz. Sea and/or Air: Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading/ Airway bill as quickly as possible after the shipment is made, and airmail/send scanned copies by e-mail as shown below so that they are received at least three weeks before the Vessels arrival or immediately in case of Air shipment. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

If in terms of letter or otherwise, the complete original set of documents are required to be sent to BPCL through Bank the distribution indicated below will confine to copies of documents only minus originals.

<u>Documents</u>	<u>BPCL</u>
Bill of Lading/Airway Bill	4 (including 1 original)
Invoice	4
Packing List	4
Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

- 9. INDIAN AGENT COMMISSION:**
Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.
- 10. ORDER AWARD/ EVALUATION CRITERIA:**
Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.
- 11. CONFIRMATION OF ORDER:**
The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.
- 12. PAYMENT TERMS:**

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 5% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
 - b) GST invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.

13. GUARANTEE/ WARRANTY:

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material/ accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace/ repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace/ repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired/ replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and/ or replaced.

14. PERFORMANCE BANK GUARANTEES:

- 14.1. Vendor will have to provide Performance Bank Guarantee for 5% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure-1.

In case, PBG is not provided by the Vendor, 5% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure-I) through the following:

- (a) Branches of Indian scheduled banks operating in their Country.
- (b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/ India.
- (c) Indian branches of foreign banks.
- (d) Foreign bank operating in their Country counter guaranteed by their Indian branch.

However, in respect of (c) and (d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

- 14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/ call off order) then the validity of PBG will be calculated as mentioned below:

Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee period + 6 month (for invocation/ Claim).

- 14.3 Process for submitting Bank Guarantee/ PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendors shall insist their Bank on issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL.

~~Name of Bank: State Bank of India
Branch: C rch, Mumbai
Account No: 083980 831
IFSC Code BI 09995~~

pl refer last attached page

SFMS BG will help in faster verification of BGs and prompt release of payments to vendors.

15. PACKING & MARKING:

15.1 PACKING:

- 15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off.

In the case of imports, all equipments/ materials shall be suitably packed in weather proof, seaworthy/airworthy packing for ocean/air transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting

countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
 - 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
 - 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
 - 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
 - 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
 - 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
 - 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
 - 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
 - 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

15.1.13 Pipes shall be packed as under:

- (a) Upto 50mm NB in wooden cases/ crates.
- (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
- (c) Above 100mm NB in loose.

15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/ Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate/ bundle shall be given for identification.

15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/ release note, wherever applicable.

15.2. MARKING: The following details to be written on the side face of packing:

- a) Purchase Order Number
- b) Consignee Name & Address
- c) Vendor Name
- d) Batch no with manufacturing date
- e) Procedure (in brief) for handling
- f) Date of dispatch etc.
- g) Expiry Date, if applicable

15.3 **IMPORTED ITEMS:** On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor's care and expenses.

BHARAT PETROLEUM CORPORATION LIMITED
(With detailed address as given in Special Purchase Conditions)

From

To Bharat Petroleum Corporation Limited

(With detailed address as given in Special Purchase Conditions)

Order No.:	Rev. No.:
Item	
Equipment Nomenclature	
Net weight	Kgs.
Gross weight	Kgs.
Case No.	of Total cases:
Dimensions	
Import License No.	

NOTE:

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.

When packing material is clean and light coloured, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipments like vessels, heat exchangers, etc. the envelope containing the documents shall be fastened inside a shell connection, with an identifying arrow sign "documents" using indelible paint.

16. DELIVERY:

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

17. UNLOADING AND STACKING:

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy only where risk/reward has been transferred to BPCL.
- 18.2 In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading/airway bill are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.3. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.4. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of e-mail to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions and/or purchase order) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19 VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:
- 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.Rdestination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one week (to take care of transit time for receipt of L/C) plus the delivery schedule as indicated by the vendors.

In case of the shipment taking place on "Cash against documents", the contractual delivery shall be taken from the date of purchase order plus one week (to take care of transit time for receipt of order) plus delivery period.

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by

vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

- 20.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 20.3.1 above in respect of goods delivered.

21. RISK PURCHASE CLAUSE:

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

22. FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

• Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

• Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

• **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.
Time extension for such cases will be worked out appropriately.

23. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at _____ (Region/HQ from where the tender has been floated)
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

(* The exclusion would also include disputes concerning GST, State level Sales Tax/ VAT etc; though not mentioned explicitly)

24. INTEGRITY PACT (IP):

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

25. RECOVERY OF SUMS DUE:

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

Drawing, specifications and details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.

27. PATENTS & ROYALTIES:

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

28. LIABILITY CLAUSE:

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT:

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

30. COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

32. NON-WAIVER:

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by BPCL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

33. NEW & UNUSED MATERIAL:

All the material supplied by the vendor shall be branded new, unused and of recent manufacture.

34. PURCHASE PREFERENCE CLAUSE:

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/ applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to LI Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L-1 Vendor at the time of evaluation of the price bid.

Bidders claiming purchase preference as MSE need to submit the following documents:

- Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- Vendor's declaration/affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

35. CANCELLATION:

35.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if:

35.1.1. The vendor fails to comply with the terms of this purchase order/contract.

35.1.2. The vendor becomes bankrupt or goes into liquidation.

35.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.

35.1.4. The vendor makes a general assignment for the benefit of creditors.

35.1.5. A receiver is appointed for any of the property owned by the vendor.

35.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

36. ANTI-COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of

control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

37. ASSIGNMENT:

The Vendor does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.

38. GOVERNING LAW:

These General Purchase Conditions shall be governed by the Laws of India.

39. AMENDMENT:

Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

40. NOTICES:

Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time.

41. POLICY ON HOLIDAY LISTING:

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts/ purchase orders. It can be accessed using the following link: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>.

42. ORDER OF PRECEDENCE FOR PURCHASES :

1. Purchase Order
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award/ Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (GPC)
10. Other Documents

Additionally, any variation or amendment/ change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

43. TERMINATION FOR CONVENIENCE:

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the

purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller's receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt :-

a. To have any portion completed and delivered at the contract terms and prices

and/ or

b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

a. Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.

b. The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

c. The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

d. Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contractors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.

e. The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

BPCL

VENDOR

Please sign & return all the pages of GPC as a token of your acceptance of all the terms & conditions as mentioned.

PERFORMANCE BANK GUARANTEE
(On Non-judicial paper for appropriate value)

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution) (address) . (hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words)only amounting to 5% (five percent) of the total contract value.

We, (Name).....(constitution)(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in - (Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- (i) This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of

This date shall be 6 months from the last date of guarantee period.

- (ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

PBG BANK DETAILS

The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars/EUROS in the case of foreign bidders.

Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendor shall insist their bank for issuance of SFMS Bank Guarantee for faster payments. Vendor shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL. Vendor should ensure the following for issue of E-bank guarantee.

- a. The issuing bank is on SFMS platform.
- b. SFMS Message type used is 760 COV and SFMS Delivery report /Message copy is sent along with original BG.
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details:

- i. Beneficiary's bank name: ICICI Bank**
- ii. IFSC Code : ICIC0000393**
- iii. BPCL's Customer ID: BPCL583493800**

e. BG Issuing bank should send the BG issuance advice through SFMS to BPCL's designated banker ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393)

f. BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/ field number 7037 of SFMS Delivery Report.

- a. BPCL Location: Kharghar, Navi Mumbai
- b. Head Office: Ballard Estate
- c. UIC: BPCL583493800

g. The original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.

h. SFMS BG will help in faster verification of BGs and prompt release of payment to vendors.

GPC Modified Clause on GST (Clause -6)

- 6.1.4 The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit.

Deferment of GST Amounts shall be done for those vendors who have got instances of open mismatches due to non-compliance. Open mismatches refer to cases whereby OWNER could not claim the GST Input Tax Credit in the month of payment of invoice due to non-compliance/ delayed compliance by the VENDOR. Accordingly, Over and above any payment term mentioned in the tender including that mentioned in the GPC/GCC, payment to VENDOR by OWNER for the basic amount (i.e. amount excluding GST) shall be made as mentioned in GPC/GCC or as mentioned anywhere else in the tender as applicable. However, GST amount of the Invoices shall be paid only after the amount gets reflected in the return (GSTR-1 Return of outward supplies/GSTR-3B) submitted by the vendor on GSTIN portal (GSTR 2B of OWNER) to the satisfaction of OWNER. Till such time GST amount with correct details is reflected in GSTIN portal to satisfaction of OWNER, amount shall be withheld by OWNER.

Over and above, VENDOR is also required to issue e-invoice if the same is applicable to the OWNER. In absence of GST e-invoice, any loss of Input Tax Credit to the OWNER shall be indemnified by the VENDOR.

Deferment of GST amounts to the vendors are subject to compliance of any applicable Act.

- 6.1.s In case of vendors for whom deferment of GST amounts were not done, Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws.
- 6.1.6 Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

UNDERTAKING FOR LAND BORDER CLAUSE

Undertaking with respect to Compliance of Restrictions for Countries which share land border with India - as stipulated by Govt. of India.

(On Company Letter Head, to be signed by the duly authorized Person)

Date:

TENDER NO.

TITLE OF TENDER

To,
Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India - as issued by Govt. of India in July'2020

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*.

b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*.
(Applicable for works involving possibility of sub-contracting).

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[*Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

Name and Signature of the Authorized Signatory

DECLARATION REGARDING HOLIDAY LISTING

DECLARATION REGARDING HOLIDAY LISTING STATUS

I / We, Mr. /M/s.

having office at (full address)

hereby declare that I am /We are not currently serving any Holiday Listing orders issued by Bharat Petroleum Corporation Ltd (BPCL) or Ministry of Petroleum and Natural Gas (MOPNG) debarring me/us from carrying on business dealings with BPCL / MOPNG.

For and on behalf of Mr./ M/s.....

Signature.....

Name & Address:

(Seal / Stamp)

Mobile No.:

Place:

Date:

SPECIAL PURCHASE CONDITIONS (SPC)

SPECIAL PURCHASE CONDITIONS FOR INDIAN BIDDERS

SPECIAL PURCHASE CONDITIONS FOR INDIAN BIDDERS			
S NO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
1.0	Indicate Dispatch point	TO SPECIFY	
1.1	Confirm that the Prices shall be FIRM till complete execution of the order and shall not be subject to variation on any account. Please confirm that the prices quoted in the price bid are inclusive of packing and forwarding charges.	TO NOTE AND CONFIRM TO CONFIRM	
1.2	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL.	TO NOTE AND CONFIRM	
1.21	Prices quoted shall be inclusive of TPI charges	TO NOTE AND CONFIRM	
1.3	TAXES & DUTIES		
1.3.1	If GST is presently not applicable, kindly give reasons/details for non-application of GST. Statutory variation in GST during contractual delivery period shall be to BPCL account. Any increase in the rate of GST beyond CDD shall be to vendor's account whereas any decrease shall be passed on to BPCL.	TO NOTE, CONFIRM & SPECIFY	
1.3.2	Indicate the HSN Code (Harmonized System Nomenclature) of the offered Item/s	TO SPECIFY	
1.3.5	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL.	TO NOTE AND CONFIRM	
1.4	TRANSPORTATION		
1.4.1	The scope of the vendor includes transportation of all the supplied items to Mumbai Refinery Warehouse (BPCL MATERIALS GATE) on Door Delivery basis by Road. Vendor to confirm acceptance. Please confirm and also confirm that the same is quoted as percentage of the FOT dispatch point price in the format for taxes and duties.	TO NOTE AND CONFIRM	

1.5	DELIVERY PERIOD		
1.5.1	Vendors are requested to accept the Delivery terms as mentioned in RFQ document. BPCL reserves the right to reject offers with delivery period beyond the tender requirement. The receipt of the material at site shall be considered as delivery date for calculation of Price reduction for delay.	TO NOTE AND CONFIRM	
1.5.2	Owner reserves the right for rejecting the offer/offers not meeting the above delivery period.	TO NOTE AND CONFIRM	
1.5.3	In case vendor is ready to provide the items earlier than the above desired period, vendor to indicate the earliest delivery period	TO NOTE AND PROVIDE	
1.6	VALIDITY		
1.6.1	Confirm quoted prices are valid for acceptance up to 120 days from the final due date / extended due date.	TO NOTE AND CONFIRM	
1.6.2	CONTRACT VALIDITY The services shall be valid for one years from the date of award of contract. However BPCL reserves the right for extending the contract by three months at BPCL discretion provided the contract has financial limit.	TO NOTE AND CONFIRM	
1.6.3	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price. Otherwise, in such an event, the offer is liable to be rejected	TO NOTE AND CONFIRM	
1.7	PERFORMANCE BANK GUARANTEE	Applicable only if Total Order Value is more than 10 Lakhs.	
1.7.1	Confirm that you will furnish performance guarantee bond for 5% of order value by way of Bank Guarantee in the prescribed format from any Scheduled Indian Bank as per clause 14 of General Purchase Conditions (GPC) and as per format of PBG attached.	TO NOTE AND CONFIRM	
1.7.2	Performance Bank Guarantee to be submitted for 5% of the value of order. The PBG should be valid for a period of Guarantee/Warranty Period + Delivery Period + 6 months claim lodging period. The PBG should be sent to us directly by your Banker.	TO NOTE AND CONFIRM	
1.7.3	In case submission of PBG is not accepted by the vendor, their offer will be liable for rejection.	TO NOTE AND CONFIRM	
1.8	PART ORDER		
1.8.1	Part order shall be accepted without any stipulation of minimum order value/ quantity. (However individual quantities will not be split)	TO NOTE AND CONFIRM	

1.8.2	In case of part order all lump sum charges quoted extra if any viz. Documentation, testing, packing, other charges etc., can be considered on prorate value basis. Confirm compliance.	TO NOTE AND CONFIRM	
1.8.3	Repeat Order- Vendor to confirm acceptance of repeat order within 12 months from the date of basic P.O	TO NOTE AND CONFIRM	
1.9	PRICE REDUCTION SCHEDULE		
1.9.1	Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ½% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per Clause No. 20 of BPCL GPC.	TO NOTE AND CONFIRM	
1.9.2	In case this point is not accepted by the vendor, loading shall be done as per Clause 1.11.1	TO NOTE AND CONFIRM	
1.10	PAYMENT TERMS-LOCAL SUPPLY		
1.10.1	Vendors are requested to accept the payment terms as mentioned in RFQ document. BPCL reserves the right to reject offers with deviation on payment terms mentioned in the tender CRFQ document without any prior information.	TO NOTE AND CONFIRM	
1.10.2	Bank charges shall be to respective Accounts	TO NOTE AND CONFIRM	
1.11	LOADING CRITERIA FOR COMMERCIAL DEVIATION		
	Deviation on Price Reduction for Delayed Deliveries (Considering GPC clause of 0.5% per week of delay- max 5% total order value) :		
1.11.1	In case the vendor does not accept the delayed delivery clause or take exceptions to the % rate mentioned in GPC, loading shall be done to the extent of maximum of 5% on the total order value or the differential % not agreed by the supplier	TO NOTE AND CONFIRM	
1.11.2	Price evaluation will be done overall landed cost basis as per the special conditions of the contract provided	TO NOTE AND CONFIRM	
1.12	GENERAL		
1.12.1	Confirm acceptance of BPCL's 'General Purchase Conditions', holiday listing policy & Special Terms and Conditions in Toto.	TO NOTE AND CONFIRM	
1.12.2	Indicate relationship with any of our Directors.	TO SPECIFY	

1.12.3	<p>Please confirm you have not been banned or delisted/holiday listed by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated.</p> <p>The declaration of holiday listing is to be signed and submitted along with unpriced bid</p>	<p>TO NOTE AND CONFIRM</p> <p>TO CONFIRM SUBMISSION</p>	
1.12.4	<p>You are requested to furnish the following information for e-payment:</p> <p>a) Name of the vendor/contractor party b) Account No. of the party c) Bank & Branch Name where the above account is maintained d) Type of account (current/saving/cash credit A/c) e) Branch code of the above bank branch f) The 9 digit MICR code of the above branch (with is printed in the cheques issued by the Branch available with the A/c holder</p>	TO SPECIFY	
1.12.5	Kindly mention the percentage of Local Content offered by you against subject tender	TO SPECIFY	
1.12.6	<p>If you are registered under MSE (Micro and Small Enterprises) please provide the certificate towards the same.</p> <p>Bidders claiming purchase preference as MSE need to submit the following documents:</p> <p>Valid MSE UDYAM Certificate with either CA Certificate in given format or Valid NSIC Certificate.</p>	TO NOTE AND CONFIRM AND PROVIDE SUPPORTING DOCUMENTS	
1.12.7	Confirm whether you are registered under MSE (Micro and Small Enterprises) and whether you are Manufacturer of the Tendered items.	TO CONFIRM	
1.12.8	If you are MSE Manufacturer of the tendered items, kindly confirm that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.	TO CONFIRM	

TECHNICAL DEVIATION FORM

TECHNICAL DEVIATION FORM

Name of vendor:

Schedule of Deviations in reference to BPCL SPECIFICATIONS

1. Vendor may give here a consolidated list of technical deviations for all sections of the SPECIFICATIONS, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the 'Remark' column.
4. All other clauses of the SPECIFICATIONS (not mentioned in this form) shall be deemed to be fully complied by the vendor
5. Only the deviations listed herein, in conjunction with the SPECIFICATIONS, shall constitute the contract requirements for the award of job to the vendor.
6. BPCL reserves the right to reject the offer based on the deviations.

Sr. No.	Page No.	Clause No.	Requirement of the SPECIFICATIONS	Deviations to the SPECIFICATIONS	Remarks
1	2	3	4	5	6

Vendor

Signature of the authorized signatory

Name of the authorized signatory

Stamp & Date

COMMERCIAL DEVIATION FORM

COMMERCIAL DEVIATION FORM

Name of vendor:

Schedule of Deviations in reference to COMMERCIAL TERMS AND CONDITIONS

1. Vendor may give here a consolidated list of Commercial deviations for all sections of the tender document, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the 'Remark' column.
4. All other clauses of the COMMERCIAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the vendor
5. Only the deviations listed herein, in conjunction with the COMMERCIAL TERMS AND CONDITIONS, shall constitute the contract requirements for the award of job to the vendor.
6. BPCL reserves the right to reject the offer based on the deviations.

Sr. No.	Page No.	Clause No.	Commercial terms and conditions	Deviations	Remarks
1	2	3	4	5	6

VENDOR

Signature of the authorized signatory

Name of the authorized signatory

Stamp & Date

MSE Verification by CA

Annexure: A

Date: _____

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT
POLICY**

Ref: Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit _____ pertaining to *M/s* _____ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued from time to time in this regard. Accordingly, *M/s* _____ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that *M/s* _____ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that *M/s* _____ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

(Membership No. of CA along with certification / stamp)

Applicable Policy Documents

- A) Policy for holiday listing of vendors in **BPCL**
- B) Land Border Policy
- C) PPP MII Policy
- D) IMS Policy.

POLICY FOR HOLIDAY LISTING OF VENDORS IN BPCL

1. Introduction :

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various "Agencies" (which shall include vendors/parties/ contractors/suppliers/ consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/ contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors from committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

Holiday Listing from business dealings involves civil consequences for the "Agency" concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing" and the term Holiday Listed Companies is used accordingly in this document.

2. Scope:

- 2.1** The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.
- 2.2** The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.
- 2.3** These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently all orders/ contracts/ purchase orders placed by BPCL.

2.4 The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

3. Definitions :

In these Guidelines, unless the context otherwise requires

- (i) Agency; "Party /Contractor /Supplier /Vendor /Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'.
"Party /Contractor /Supplier /Vendor /Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.
- (ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the " Competent Authority".
- (iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:
The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager
- (iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.
- (v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
- (vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- (ix) Officer-in-Charge: "Officer -in-Charge (OIC)" or "Engineer-in-Charge (EiC)" shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.
- (x) **Malpractice** : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- (xi) Mis-Conduct : "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- (xii) Nodal Department: "Nodal Department" means the Department primarily assigned with

the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

- (xiii) Vendor De-listment Committee: "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would be the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.
- (xiv) Allied Agency means: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common
 - b. Majority interest in the management is held by the partners or directors of banned / suspended firm
 - c. Substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice
 - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder
 - e. All successor firms will also be considered as allied firms

4. Holiday Listing:

4.1. Reasons for Holiday Listing: An Agency may be placed in Holiday List for any one or more of the following circumstances:

4.1.1. If the Agency, in the context of its dealings with the Corporation:

- a. has indulged in malpractices ;
- b. has submitted fake, false or forged documents / certificates
- c. Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
- d. Has deliberately violated and circumvented the provisions of labor laws/ regulations/ rules, safety norms, environmental norms or other statutory requirements.
- e. has deliberately indulged in construction and erection of defective works or supply of defective materials
- f. Has not cleared previous dues to BPCL if applicable.
- g. Has committed breach of contract or has abandoned the contract.
- h. Poor performance of the Agency in one or several contracts;
- i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
- j. Withdraws/ revises the bid upwards after becoming the L1 bidder.
- k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:

- a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation;
- b. If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
- c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the

Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

4.2. Procedure:

- 4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-1. ;
- 4.2.2. The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.
- 4.2.3. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer - In -Charge or the designated in-charge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.
- 4.2.4. On preliminary examination of the proposal with attached documents, if the vendor de-listment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.
- 4.2.5. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation
- 4.2.6. On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.

- 4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.
- 4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may:
- Approve the proposal for Holiday Listing as such; OR
 - Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period isrequired inviewofthegravityofthecase; OR
 - Approve the proposal for holiday listing for a period lesser than that was recommended, incase the competent authority is of the opinion that lesser period would meet therequirement, considering the gravity of the case; OR
 - Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had nocontrol.
- 4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.
- 4.2.10. The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer - In-Charge /Department responsible for invitation of bids
- 4.2.11. Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.
- 4.2.12. Ordinarily the period for which as Agency is Holiday listed should not be less than 1 year (6 months in less serious cases with proper justification) and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No	Reasons for holiday listing	Period of holiday listing
	Indulged in malpractices resulting in financial loss to the Corporation	15 years
2	Submitted fake, false or forged documents / certificates	3 years
3	has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL	15 years
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	3 years
5	has deliberately indulged in construction and erection of defective works or supply of defective materials	3 years
6	has not cleared BPCLs previous dues if applicable	1 year
7	has committed breach of contract or has abandoned the contract	3 years
8	Poor performance of the Agency in one or several contracts	1 year
9	has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11	has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL	15 years
12	If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13	Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	3 years

4.2.13. In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

4.2.14. Provision for Appeal;

- (i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- (ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- (iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- (iv) After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;
- (v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either:
 - a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR
 - b) Annul the order of the Competent Authority.
- (vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.
- (vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Annexure 111
- (viii) No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

4.2.15. Effect of Holiday Listing

- (i) No enquiry / bid / tender shall be entertained with an Agency (including Allied Agency) as long as the 'Agency' name appears in the Holiday list.
- (ii) If an 'Agency' is put on the Holiday list during tendering:
 - a) If an 'Agency' is put on Holiday List after issue of the enquiry/ bid / tender but before

opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned.

b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned. The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;

c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

d) In case, any debarred firm has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

(iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

5. Declaration by Bidders regarding Holiday Listing status:

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

Bidder should submit a declaration to the effect that he has not been convicted of an offence -

a. under the Prevention of Corruption Act, 1988: or

b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract

6. Revocation of Holiday Listing:

6.1. An order for Holiday Listing once passed for a certain specified period shall be revoked asunder:

6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken/ proposed to be taken, to avoid recurrence. Specific order of revocation shall be issued by the concerned Procurement Department Vendor Enlistment Committee, which had recommended the Holiday Listing, after considering the Vendor's request, with copy to the Nodal Department.

6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

7. Publishing of holiday listing information in BPCL Web-site:

7.1. Once an order of Holiday Listing of an Agency is passed by a Competent Authority, the said information shall be published in the BPCL web-site, by the Nodal Department;

7.2. All Procurement Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by BPCL; suitable declarations to this effect shall be incorporated in the concerned approval notes/TEC Note.

7.3. All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Department, who in turn shall update the information in the web-site accordingly.

7.4. To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Department should update the information in the BPCL web site, as soon as they get intimation from the Procurement Group, along with copy of proposed show cause notice.

7.5. If any Communication is received from the Administrative Ministry (i.e. MOP&NG) advising banning of business dealings with any Agency, the Nodal Department should take immediate action to circulate the same to all Procurement Departments within the Corporation, update the website and also send intimation to the concerned Agency in format Ann. IV

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable
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- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

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

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means

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

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

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

Explanation:-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

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

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-II1. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

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(Kanwalpr)
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

List of Category-I Sensitive sectors:

Sr.No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i)• In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or. by the Government of India and their agencies/ public enterprises etc.]

Special Cases

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
 - B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
 - C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
 - D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.
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Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) 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.*

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

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

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation-

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

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

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 15th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017- Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-11 dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government Is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

... Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction {EPC} contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the *offered* quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

38. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
- 11. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. 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.
- 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 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- 1. When a Nodal Ministry/Department identifies that Indian suppliers of an item 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 projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FOI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: 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 the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

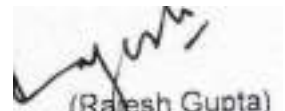
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
- a. reduce the minimum local content below the prescribed level; or
 - b. reduce the margin of purchase preference below 20%; or
 - c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
- Secretary, Department for Promotion of Industry and Internal Trade-Chairman
 - Secretary, Commerce-Member
 - Secretary, Ministry of Electronics and Information Technology-Member
 - Joint Secretary (Public Procurement), Department of Expenditure-Member
 - Joint Secretary (DPIIT)-Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order 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 Order.



(Rakesh Gupta)
Director

Director

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बीपीसीएल मुंबई रिफायनरी

एकात्मिक व्यवस्थापन प्रणाली धोरण

(ISO 9001:2015, 14001:2015, 45001:2018 & 50001: 2018)

आम्ही बीपीसीएल, मुंबई रिफायनरी येथे कच्च्या तेलाची पावती, साठवण आणि शुद्धीकरण आणि पेट्रोलीयम आणि पेट्रोकेमिकल उत्पादनांचे वितरण या व्यवसायात दर्जेदार उत्पादने देऊन ग्राहकांचे समाधान मिळवण्यासाठी वचनबद्ध आहोत:

- 1) जोखीम आणि मंथींचा सक्रियपणे अंदाज घ्या आणि त्यांना अल्प- आणि दीर्घकालीन उद्दिष्टे, अंमलबजावणी योजना, प्रक्रिया आणि औद्योगिक सर्वोत्तम पद्धतींद्वारे संबोधित करा.
- 2) IMS मधील वैयक्तिक मालकी, उत्तरदायित्व आणि कार्यप्रदर्शन वाढविण्यासाठी सर्व फंक्शन्समध्ये मुख्य जबाबदारी म्हणून प्रक्रिया जोखीम-आधारित विचार विकसित करा.
- 3) आमच्या गुणवत्ता, पर्यावरण, आरोग्य, सुरक्षितता आणि ऊर्जा मापदंडांशी संबंधित सर्व लागू कायदे आणि इतर आवश्यकतांचे पालन करा.
- 4) पर्यावरणाचे संरक्षण, जैव-विविधता, इको-सिस्टम आणि जीर्णोद्धार, दुखापती आणि आजारापासून बचाव, ऊर्जेचा वापर नियंत्रित करणे, ऊर्जा कार्यक्षम उत्पादने आणि सेवा खरेदी करणे आणि सर्व कर्मचाऱ्यांना ६ वर प्रशिक्षण देणे यावर लक्ष केंद्रित करणे, ज्यामुळे गुणवत्ता, पर्यावरण, पर्यावरणाची निर्मिती, आरोग्य, सुरक्षा आणि ऊर्जा संस्कृती.
- 5) EHS धोका आणि जोखीम मूल्यांकन पद्धती, प्रदूषण प्रतिबंध, क्वचरा व्यवस्थापन, सुरक्षित कार्य पद्धती आणि वर्तणूक, ऊर्जा कार्यप्रदर्शन सुधारणा आणि ऊर्जा संसाधनांच्या न्यायिक वापराच्या डिझाइन क्रियाकलापांना समर्थन देते.
- 6) नियोजन आणि ऑपरेशनल स्तरावर अत्याधुनिक तंत्रज्ञान, मालमत्ता अखंडता, ऊर्जा कार्यक्षमता, प्रक्रिया सुधारणा, खर्चात कपात आणि गुणवत्ता, पर्यावरण, आरोग्य, सुरक्षा आणि ऊर्जा पैलूवर सातत्वपूर्ण लक्ष केंद्रित करणे.
- 7) सल्लामसलत आणि सहभागाद्वारे आमचे कर्मचारी आणि व्यावसायिक सहयोगी यांची IMS जागरूकता, कौशल्ये आणि सक्षमता मजबूत करणे
- 8) वेळोवेळी आमच्या एकात्मिक व्यवस्थापन प्रणालीची उपयुक्तता, पर्याप्तता आणि परिणामकारकतेचे परीक्षण करा आणि पुनरावलोकन करा आणि आमचा IMS कार्यप्रदर्शन डेटा इच्छुक पक्षांना अधोरेखित करा.
- 9) विद्यमान उद्दिष्टे, उद्दिष्टे आणि कृती योजनांचे पद्धतशीरपणे पुनरावलोकन करा

आम्ही हे धोरण संस्थेसाठी किंवा त्यांच्या वतीने काम करणाऱ्या सर्व व्यक्तींना त्यांच्या सहभागास प्रोत्साहन देण्यासाठी आणि सार्वजनिक आणि स्वारस्य असलेल्या पक्षांना उपलब्ध करून देण्यासाठी त्यांना कळवू.

राम. आ. रम. अ. अ. अ.

तारीख: 1st Sept. 2022.

ठिकाण: मुंबई रिफायनरी

सुब्रमोनी अम्बर एम आर

कार्यकारी संचालक (MR)



बीपीसीएल मुंबई रिफाइनरी

एकीकृत प्रबंधन प्रणाली नीति

(ISO 9001:2015, 14001:2015, 45001:2018 & 50001: 2018)

हम बीपीसीएल, मुंबई रिफाइनरी में कच्चे तेल की प्राप्ति, भंडारण और शोधन और पेट्रोलियम और पेट्रोकेमिकल उत्पादों के वितरण के व्यवसाय में गुणवत्ता वाले उत्पाद और सेवाएं प्रदान करके और हमारी गुणवत्ता, पर्यावरण, स्वास्थ्य, सुरक्षा में निरंतर सुधार का प्रदर्शन करके ग्राहकों की संतुष्टि प्राप्त करने के लिए प्रतिबद्ध हैं। और ऊर्जा प्रदर्शन हितधारक की अपेक्षाओं के अनुरूप। उपरोक्त उद्देश्यों को प्राप्त करने के लिए, हम करेंगे:

- 1) जोखिमों और अवसरों का सक्रिय रूप से अनुमान लगाएं और उन्हें लघु और दीर्घकालिक उद्देश्यों, कार्यान्वयन योजनाओं, प्रक्रियाओं और औद्योगिक सर्वोत्तम प्रथाओं के माध्यम से संबोधित करें।
- 2) आईएमएस में व्यक्तिगत स्वामित्व, जवाबदेही और प्रदर्शन को बढ़ाने के लिए सभी कार्यों में मुख्य जिम्मेदारी के रूप में प्रक्रिया जोखिम-आधारित सोच को शामिल करें।
- 3) हमारे गुणवत्ता, पर्यावरण, स्वास्थ्य, सुरक्षा और ऊर्जा मानकों से संबंधित सभी लागू कानूनों और अन्य आवश्यकताओं का पालन करें।
- 4) पर्यावरण की सुरक्षा, जैव-विविधता, पारिस्थितिकी तंत्र और वहाली, चोटों और खराब स्वास्थ्य की रोकथाम, ऊर्जा खपत को नियंत्रित करने, ऊर्जा कुशल उत्पादों और सेवाओं की खरीद और IMS पर सभी कर्मचारियों को प्रशिक्षण देने पर ध्यान दें, जिससे गुणवत्ता, पर्यावरण, स्वास्थ्य, सुरक्षा और ऊर्जा संस्कृति।
- 5) ईएचएस खतरे और जोखिम मूल्यांकन पद्धतियों, प्रदूषण की रोकथाम, अपशिष्ट प्रबंधन, सुरक्षित कार्य प्रथाओं और व्यवहारों को संस्थागत बनाना, ऊर्जा प्रदर्शन सुधार और ऊर्जा संसाधनों के न्यायिक उपयोग की डिजाइन गतिविधियों का समर्थन करता है।
- 6) योजना और परिचालन स्तरों पर अत्याधुनिक प्रौद्योगिकियों, परिसंपत्ति अखंडता, ऊर्जा दक्षता, प्रक्रिया में सुधार, लागत में कमी और गुणवत्ता, पर्यावरण, स्वास्थ्य, सुरक्षा और ऊर्जा पहलुओं पर लगातार ध्यान केंद्रित करना।
- 7) परामर्श और भागीदारी के माध्यम से हमारे कर्मचारियों और व्यावसायिक सहयोगियों की आईएमएस जागरूकता, कौशल और क्षमता को मजबूत करना।
- 8) समय-समय पर हमारे एकीकृत प्रबंधन प्रणालियों की उपयुक्तता, पर्याप्तता और प्रभावशीलता की निगरानी और समीक्षा करें और इच्छुक पार्टियों के लिए हमारे आईएमएस प्रदर्शन डेटा को उजागर करें।
- 9) मौजूदा उद्देश्यों, लक्ष्यों और कार्य योजनाओं की व्यवस्थित रूप से समीक्षा करें।

हम इस नीति को संगठन के लिए या उसकी ओर से काम करने वाले सभी व्यक्तियों को उनकी भागीदारी को प्रोत्साहित करने के लिए सूचित करेंगे और इसे सार्वजनिक और इच्छुक पार्टियों को भी उपलब्ध कराएंगे।

21.09.2022 - 21.09.2022

दिनांक: 1st Sept. 2022.

स्थान: मुंबई रिफाइनरी

सुबमनी अय्यर एम आर
कार्यकारी निदेशक (एमआर)



BPCL MUMBAI REFINERY

INTEGRATED MANAGEMENT SYSTEM POLICY

(ISO 9001:2015, 14001:2015, 45001:2018 & 50001: 2018)

We at BPCL, Mumbai Refinery in the business of receipt, storage and refining of crude oil and distribution of petroleum and petrochemical products are committed to achieve customer satisfaction by providing quality products & services and demonstrating continual improvement in our Quality, Environment, Health, Safety and Energy Performance in line with stakeholder's expectations. To achieve the above objectives, we shall:

1. Proactively anticipate risks and opportunities and address them through short- and long-term objectives, implementation plans, processes, and industrial best practices.
2. Inculcate process risk-based thinking as a core responsibility in all functions to enhance individual ownership, accountability, and performance in IMS.
3. Comply with all applicable legislations and other requirements related to our Quality, Environment, Health, Safety and Energy parameters.
4. Focus on protection of the Environment, Bio-diversity, Eco-system and restoration, Prevention of injuries and ill health, controlling energy consumption, procuring energy efficient products and services & training all employees on IMS, thereby creating a Quality, Environment, Health, Safety and energy culture.
5. Institutionalize EHS hazard and risk assessment methodologies, prevention of pollution, waste management, safe work practices and behaviours, supports design activities for Energy performance improvement and judicious usage of energy resources.
6. Maintain consistent focus on state-of-the-art technologies, asset integrity, energy efficiency, process improvements, cost reduction, Quality, Environment, Health, Safety and Energy aspects at the planning and operational levels.
7. Strengthen IMS awareness, skills and competence of our employees and business associates through consultation and participation
8. Monitor and review the suitability, adequacy, and effectiveness of our Integrated Management Systems periodically and highlight our IMS performance data to the interested parties.
9. Systematically review existing objectives, targets, and action plans.

We shall communicate this Policy to all persons working for or on behalf of the organization to encourage their participation and also make it available to the public and interested parties.

Date: 01st Sept., 2022
Place: Mumbai Refinery


Subramanian Iyer M R
Executive Director (MR)

Annexure-A
(Applicable to Indian Bidders)

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.: _____

Date : _____

The Procurement Manager,
CPO-Refineries,
Kochi Refinery,
Ambalamugal – 682302

Dear Sir,

Subject : Verification of Bidder's Qualification Criteria (BQC) related documents of the Tender

Ref : CRFQ No. 1000 _____ , GEM BID No : _____
Tender for " _____ "

M/s. with _____
intend to _____

tender for " _____
participate in the

" for Bharat
Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6
Currimbhoy Road, Ballard Estate, Mumbai, India.

The tender conditions provide that the BIDDER shall submit BQC documents duly verified
by independent Third Party Inspection Agency.

In this regard, this is to certify that copies of all the BQC/techno-commercial related
documents submitted to us for verification have been verified by us with the originals
and found to be genuine. We have signed and stamped on the copies of all the verified
documents.

(Signature of a person duly authorized to
Sign on behalf of the TPIA)

(Seal of the Company)

Annexure-B

(Applicable to Indian Bidders)

Format for Undertaking from Bidder

(on Bidders letter head duly stamped & signed)

Ref.: _____

Date : _____

Subject : Verification of Bidder's Qualification Criteria (BQC)/ techno-commercial related documents of the Tender

Ref : CRFQ No. 1000 _____ , GEM BID No : _____
Tender for " _____ "

All the BQC/techno-commercial documents and credentials have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the BPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that any additional documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Authorized Signature

(Seal of the Company) / Date

FORMAT-E

UNDERTAKING BY BIDDER TOWARDS SUBMISSION OF TPIA* VERIFIED DOCUMENTS

(On company letterhead)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

Tender /CRFQ No.	
Tender Title	
Name of Bidder	

Dear Sir,

I / We, M/s (Name of Bidder) have submitted bid for aforesaid tender. We hereby confirm and undertake the following:

- 1) The self-certified copies of certificates / documents related to BQC - Technical & Financial Criteria and MSE certificates, which have been submitted as part of BQC Bid for aforesaid tender, are true copies and as per requirement of the tender.
- 2) In case emerging as successful bidder, I / We shall submit the TPIA* verified copies of required documents within 5 (five) days of notification from BPCL, as per requirement of tender.
- 3) I / We understand that, in case I / We are not able to submit TPIA* Verified original documents within 5 (five) days of notification from BPCL, I / We shall be holiday listed by BPCL. I / We shall not have any further claims in the bid in such case.

Place:

Date:

[Signature of Authorized Signatory of Bidder having power of attorney]

Name:

Designation:

Seal:

*TPIA which is registered under *NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A* in QCI NABCB website: http://nabcb.qci.org.in/accreditation/req_bod_inspection_bodies.php as on the date of verification of documents.