



ENQUIRY DOCUMENT - TENDER

(Document No : B957-TENDER_DOC-B957-420-80-44-PG-T-7410)



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BIDDING DOCUMENT

FOR

STEAM GENERATION PACKAGE

(BIDDING DOCUMENT NO.: JP/B957-420-PG-T-7410/1009)

**PROJECT: BINA PETCHEM AND REFINERY EXPANSION
PROJECT (BPREP) OF
M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)**

PREPARED & ISSUED BY:

**इंजीनियर्स
इंडिया लिमिटेड**  **ENGINEERS
INDIA LIMITED**
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)



PART-I OF III : COMMERCIAL PART

PART-II OF III : PRICED PART

PART-III OF III : TECHNICAL PART



BIDDING DOCUMENT

FOR

STEAM GENERATION PACKAGE

(BIDDING DOCUMENT NO.: JP/B957-420-PG-T-7410/1009)

**PROJECT: BINA PETCHEM AND REFINERY EXPANSION
PROJECT (BPREP) OF
M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)**

PART-I OF III : COMMERCIAL PART

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5.	FORM SP-1 : BREAKUP OF LUMPSUM SERVICE PRICE - DESIGN, DETAILED ENGINEERING
6.	FORM SP-2 : BREAK-UP OF LUMP SUM PRICE FOR SUPPLY PORTION
7.	FORM SP-3 : BREAK-UP OF LUMP SUM PRICE FOR CONSTRUCTION/INSTALLATION, START-UP, PRE-COMMISSIONING, COMMISSIONING, PGTR, TRAINING
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Name of Work : **STEAM GENERATION PACKAGE**

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Bidding Document No. : **JP/B957-420-PG-T-7410/1009**

[Master Index]



Project : **BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP)**

Sheet 3 of 3

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14.	FORM SP-8A : DETAILS OF GOODS AND SERVICES TAX (GST) ON LUMP SUM PRICE QUOTED AT FORM SP-0 CONSIDERING CONTRACT AS WORKS CONTRACT SERVICE
15.	FORM SP-8B (REV.0): DETAILS OF GOODS AND SERVICES TAX (GST) ON OPERATION AND MAINTENANCE CHARGES
16.	FORM SP-9A (REV.0): DETAILS OF CFR VALUE, CUSTOMS DUTY AND CUSTOMS RELATED DUTIES ON IMPORTED GOODS WHERE GOODS ARE CLEARED BY FILING INTO BILL OF ENTRY IN NAME OF OWNER (FOR IMPORTS UNDER MOOWR SCHEME)
17.	FORM SP-9B (REV.0): DETAILS OF CIF VALUE, CUSTOMS DUTY AND CUSTOMS RELATED DUTIES INCLUDED IN QUOTED SUPPLY PRICE FOR IMPORTED GOODS FOR WHICH CONTRACTOR BECOMES THE CONSIGNEE OF GOODS BY FILING BILL OF ENTRY FOR HOME CONSUMPTION

PART – III – TECHNICAL PART

S. NO.	DESCRIPTION
1.	TECHNICAL SECTION (Document No: B957-420-80-44-PG-T-7410)

 Bharat Petroleum	INVITATION FOR BID (IFB) STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL) DOMESTIC COMPETITIVE BIDDING	
BIDDING DOCUMENT NO.: JP/B957-420-PG-T-7410/1009		

1. INTRODUCTION:

- 1.1. M/s Bharat Petroleum Corporation Limited (BPCL) intends to set up a world scale Ethylene Cracker and Associated Units and Ethylene and Propylene based Petrochemical units for its diversification to Petrochemicals along with expansion of its refinery capacity to about 12 MMTPA at BPCL Bina Refinery located at Bina, Madhya Pradesh.
- 1.2. BPCL has appointed Engineers India Limited as the EPCM Consultant for the project.
- 1.3. EIL, on behalf of BPCL, Bina Refinery invite e-Bids for “**STEAM GENERATION PACKAGE**” under **single stage two bid system** with sound technical and financial capabilities meeting the Qualification Criteria stated in clause no. 5 below.

2. BRIEF SCOPE OF WORK:

- 2.1. The scope of work of EPCC/LSTK contractor includes project management, basic and detailed design, engineering, procurement, manufacturing, fabrication, inspection, testing, painting, supply, erection, commissioning and performance guarantee & testing at site on turnkey basis for steam generation package consisting of Utility Boiler (UB) system along with associated accessories and auxiliaries, Balance of Plant facilities (deaerator & pumping system, fuel system etc.), structural works, piping, insulation, electrical, instrumentations & control, painting works etc. complete in all respects as detailed in the enquiry document from a single point responsibility vendor (SPRV).

The detailed scope of work of the EPCC contractor also includes obtaining statutory approvals from the concerned authorities as applicable.

2.2. Scope of Supply

- A. 01 number Utility Boiler (UB) complete with accessories and auxiliaries.
- B. Major auxiliary equipment/ systems including but not limited to:
 - Burner & burner management system
 - Fuel storage& Fuel forwarding system
 - Deaerator & DM water storage tank
 - Boiler Feed Water VHP/ HP Pumps (02 nos.) to cater to Utility Boilers, DM water transfer pump 02 nos.
 - Feed Control Station
 - PRDS stations
 - Firing and Burner Management system
 - FD fan, Scanner air fan, Seal air fan
 - Chemical dosing Skids
 - CBD & IBD Blow down system
 - Air-preheater
 - Main stack

2.3. Major Specification

Quantity	Title	Steam Generation Capacity	Design steam Parameters	Remarks
01	Utility Boiler	265 TPH	118 kg/cm ² (g) & 540 °C at B/L	

Utility Boiler:

Type	Natural circulation
Fuel Used	Natural Gas / Refinery Fuel Gas / Off Gas/ Fuel Oil
Normal Steam Generation Pr. /Temp.	108.7 kg/cm ² (g) & 510 deg.C (at Battery Limit / at MSSV)
MCR Capacity of UB	265 TPH
Design Code	Indian Boiler Regulation (IBR), Latest Edition. ASME Sec. VIII Div. I, ASME Sec. II, ASME Sec. IX, ASME Sec V, IS

For complete scope of supply & work, refer Bidding document.

3. TIME SCHEDULE FOR COMPLETION:

The Time Schedule for the subject Package shall be as below:

3.1. Mechanical Completion to be achieved within **22 (Twenty-Two) Months** from the date of Award.

3.2. Pre-commissioning and Commissioning to be achieved within **2 (Two) Months** from the date of Mechanical Completion.

Detailed Time Schedule/Completion Schedule shall be as per **Annexure-I** to Special Conditions of Contract (SCC).

4. SALIENT FEATURES:

S. NO.	SALIENT FEATURES	DETAILS
I.	Bidding Document/ Tender No.	JP/B957-420-PG-T-7410/1009
II.	Type of Bid	DOMESTIC COMPETITIVE BIDDING (E-BIDDING) Under Two Bid System
III.	Period during which Bidding document can be viewed & downloaded from Website	From 28.03.2025 up to 12:00 Hrs (IST) on 08.05.2025 Bidding Document/ Tender documents can be downloaded free of charge from GeM-CPP Portal website http://eprocure.gov.in/eprocure/app during the above period.
IV.	Cut-off date for submitting the NDA (Confidentiality Agreement)	NDA Not Applicable.
V.	Site Visit	Site visit at 10:00 Hrs (IST) on 04.04.2025 Site Location Bharat Petroleum Corporation Limited, Administrative Building, Refinery Complex, Petro Chemical Unit, Post BORL residential complex-470124 Bina, District-Sagar, Madhya Pradesh, India. Contact Person from BPCL: 1. Mr. R H Panchal, GM (U&O) Mobile: +91 9819141449 Email: panchalrh@bharatpetroleum.in Contact Person from EIL: 1. Mr. Akash Gupta, Sr. GM(Projects-EIL) Mob No.: +91 9818477865 Email: akash.gupta@eil.co.in 2. Mr. Raghuvendra Yadav, AGM(Projects-EIL) Mob No.: +91 9599916099 Email: r.yadav@eil.co.in

S. NO.	SALIENT FEATURES	DETAILS
VI.	Pre-Bid Meeting	<p>Bidder to bring their own PPEs for Site visit during Pre- Bid meeting.</p> <p>Pre-Bid Meeting at 14:00 Hrs. (IST) on 08.04.2025 (*)</p> <p>For online mode: Microsoft Teams Meeting Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmJmZDU5M2ltNzE1MS00NTE0LWEwMmYtMTgxYWQ3MzA1OWFI%40thread.v2/0?context=%7b%22Tid%22%3a%226d8d019c-084b-4eb0-8615-09848b9a7d64%22%2c%22Oid%22%3a%22b04d0c7a-7334-4d37-b24d-9cda7b17d1b0%22%7d</p> <p>Meeting ID: 488 181 246 053 Passcode: xD6PH9by</p> <p>The bidders who want to join the meeting shall intimate least 02(Two) days prior to Pre-bid meeting their details viz. name of participant & designation, mobile no., e-mail address, name of firm etc.</p>
VII.	Last date of submitting the pre bid queries	06.04.2025
VIII.	Start Date of submission of Bid/ Tender	From 12:00 Hrs.(IST) on 01.05.2025
IX.	Last Date and time of submission of online eBids on e-Tendering website (Bid Submission End date/ Bid Submission Due Date/ Bid Due Date)	Up to 12:00 Hrs.(IST) on 08.05.2025
X.	Online Opening of Techno-commercial (Unpriced) e-Bid	12.00 Hrs.(IST) on 09.05.2025(*) (next working day after final bid submission date) [Also refer clause XVIII (a) below]
XI.	Earnest Money Deposit (EMD)	INR 4,00,00,000 [Indian Rupees Four Crore Only] Refer Clause No. 6. of IFB & Clause No.16.0 of Instructions to Bidders (ITB) for further details.
XII.	Opening of Price Bid	On the date & time to be intimated later on to the technically & commercially qualified bidders.
XIII.	Contact Persons for any query / clarification	Mr. Sushant Behera–Sr. Manager (SCM-C&P) Mr. Naveen Kumar-AGM(SCM-C&P), Mr. Jaydip Purkaystha– GM (SCM-C&P) Engineers India Limited, 2nd Floor, Tower-2, Sector-16 (On N.H.-8), Gurugram–122 001. Phone No. 0124-289-1287/1365/1366 E-mail: jaydip@eil.co.in ; naveen.pandit@eil.co.in ; sushant.behera@eil.co.in
XIV.	Bidding Document & subsequent Addendum/ Corrigendum (if any) available on Website for viewing & downloading	The Detailed Bidding Document along with Qualification Criteria, Integrity Pact and Bidding Document / Forms etc. can be viewed / downloaded from the Following website: http://eprocure.gov.in/eprocure/app

S. NO.	SALIENT FEATURES	DETAILS
XV.	Mode of Submission	Offer must be uploaded on e-tender website http://eprocure.gov.in/eprocure/app before the last date & time of submission of tender. Offer submitted using any other mode will not be accepted.
XVI.	Integrity Pact Agreement	Applicable
XVII.	<p>a. If the date indicated at Sl. No. 4 VI & X above happens to be a declared/closed holiday in EIL/BPCL, the next working day shall be considered.</p> <p>b. All revisions, amendments, time extensions, clarifications, etc. to the NIT/Bidding Document shall be uploaded in the websites only and shall not be published in Newspapers. Bidders should regularly visit the above-mentioned website(s) to keep themselves updated and submit their Bids based on latest information/instructions hosted in website(s).</p> <p>c. Bidder shall submit all their requests for extension of Bid submission date (if unavoidable) and/or any queries prior to and/or during the pre-bid meeting. EIL/BPCL may at its sole discretion extend Bid submission due date on such written requests if the time schedule permits.</p> <p>d. However, request for extension of Bid submission date or any queries received from any bidder with less than Seven working days prior to bid submission due date shall generally be ignored, since there will not be adequate time for proper communication with the other Bidders.</p>	

5. BIDDER QUALIFICATION CRITERIA (BQC):

5.1. EXPERIENCE CRITERIA – TECHNICAL:

The bidder shall be a sole bidder.

- 5.1.1. The bidder should have executed and completed, as EPC/EPCC Contractor with single point responsibility, a contract involving Project Management, design, Detailed Engineering, Procurement, Supply, Construction and Commissioning/ commissioning assistance of at least one Steam Generation facility for utility or power generation purpose consisting of Single or multiple boilers (natural circulation and water tube type) with associated auxiliaries during the last Twelve (12) years reckoned from the last day of the month previous to the one in which enquiry was issued.
- 5.1.2. Bidder shall be a manufacturer of boilers and shall have designed, detail engineered, manufactured, supplied, erected / installed and commissioned (or provided commissioning assistance) at least one natural circulation, membrane wall and water tube type, Oil and / or Gas fired boiler, having minimum capacity of **160 TPH** and steam operating parameters of **min. 108.7 kg/cm2(g) & min. 510 deg.C** at Main Steam Stop Valve, on turnkey basis as single point responsibility vendor (SPRV) during the last Twelve (12) years reckoned from the last day of the month previous to the one in which enquiry was issued.
- 5.1.3. The reference unit provided by the bidder with respect to their experience as mentioned in Clause No. 5.1.1 & 5.1.2 above must be Non Captive units and bidder is required to declare the same upfront in the bid. Non-Captive shall mean, other than units executed and completed for their own use i.e., other than In-house units.
- 5.1.4. Qualifying past job references for clause nos. 5.1.1 and 5.1.2 should have completed minimum one year of operation, and can be satisfied through single job reference also.

- 5.1.5. The above clause shall be read in conjunction and complied.
- 5.1.6. **GENERAL**
- 5.1.6.1. Bidder shall not be considered qualified, if the Bidder has back-to-back subcontracted the Boiler package to a single agency in the reference qualifying job.
- 5.1.6.2. Revamp / modification in any existing Boiler package shall not be eligible for qualification in reference to clause 5.1.1 and 5.1.2.
- 5.1.6.3. Owner / EIL reserves the right to complete evaluation based on the details furnished (with / without seeking any further information) and based on their in-house data.

5.2. FINANCIAL CRITERIA:

5.2.1. AVERAGE ANNUAL TURNOVER:

Bidder must have average annual turnover not less than **INR 1,05,60,00,000 (Indian Rupees One Hundred Five Crore Sixty Lakh)** during the immediate preceding three financial years.

Note:

Turnover: Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

5.2.2. NET-WORTH:

The financial net worth of the Bidder as per the latest audited annual report shall be **positive**.

Net worth calculation: Net-worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Net worth shall be calculated using the following formula:

Reserves to be considered for the purpose of net-worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Description	Values (in INR)	Reference (Page no., Clause etc.)
Paid up share capital (A)	:	
Add: Share Application Money pending allotment (B)	:	
Add: Reserves (As defined Above) (C)	:	
Less: Accumulated Losses (D)	:	
Less: Deferred Revenue Expenditure to the extent not written off (E)	:	
Net-worth (A+B+C-D-E)	:	

5.2.3. Bidder should have completed 3 financial years of existence as on original due date of tender since date of commencement of business.

5.2.4. The Financial statements shall be reviewed in respect of financial criteria under Bidder Qualification Criteria. However, in case any matter is referred in the notes to accounts and schedules referred in balance sheet and profit & loss account then, only quantified qualified/ adverse/ disclaimer opinion in the statutory auditor's reports, if any, having impact on financial criteria shall be considered for evaluation.

5.3. DOCUMENTATION AND DATA REQUIRED WITH THE BID (TOWARDS BIDDER QUALIFICATION CRITERIA):

5.3.1. For Technical Criteria as per clause no. 5.1 above:

5.3.1.1. Bidder shall complete and submit the Experience Record Pro-forma (ERP) enclosed with the bid documents (along with supporting documents mentioned therein) to establish that the bidder meets the Bidder Qualification Criteria as per clause no. 5.1 of this document.

5.3.1.2. Following are the expected documents to establish proof of meeting the technical qualification criteria:

- Purchase Order / Work Order / Letter of Award issued by Owner / Client / PMC
- Supply evidence (IRN etc.), Lorry Receipt (LR)
- Completion Certificate Issued by Owner / Client / PMC
- Operation Certificate Issued by Owner
- Job specification / scope of work for the Job
- Design evidence (Approved technical documents like Datasheets, P&IDs and Arrangement Drawings etc.)
- Any other document as per NIT

5.3.2. For Financial Criteria as per clause no. 5.2 above:

a) Bidder shall submit the following

Copy of complete audited annual financial year statements including auditor's report, balance sheets, profit & loss accounts statement and all other schedules etc. for the immediate preceding three financial years, in support of meeting the financial criteria as mentioned above.

b) Bidder shall ensure that the certificate/reports issued/attested by practicing Chartered Accountant (CA)/Statutory Auditor in India shall contain Unique Document Identification Number (UDIN) of the CA, without which these Certificates/ reports shall not be considered for evaluation.

However, for certificate/reports issued/attested by a CA practicing in foreign country equivalent certificate if applicable in the foreign country shall be provided.

c) In case the financial year closing date is within 6 months of original bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.

In case the financial year closing date is within 6 – 9 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example, in case, audited annual report of immediate preceding financial year (For Example year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

- d) **Submission of Consolidated Audited Financial Statement:**
- i. In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.
 - ii. Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared & audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of the Bidder is not prepared and audited.
- e) Any shortfall information / document on Audited Annual Reports/ Financial Statements of the Company, audited and issued on or before the bid due date may be asked through CQ, but bidder shall not be allowed to submit the Financial Statements of the Company audited & issued post final bid due date & time. Accordingly, Financial Statements of the Company audited and issued post final bid due date & time shall not be considered for evaluation.
- f) Bidder shall submit Certificate of Incorporation (or Partnership deed/ Proprietorship affidavit etc. as applicable) to fulfil the existence criteria as per clause 5.2.3 above.

5.4. AUTHENTICATION AND VERIFICATION OF BQC DOCUMENTS:

- 5.4.1. It is bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by the buyer shall absolve bidder from his responsibility.
- 5.4.2. Under the EIL suspension / banning rules (available on EIL portal www.engineersindia.com) & guidelines and procedures for Holiday Listing as adopted by BPCL (available on BPCL website <https://www.bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>), the punishment for submission fake/false/forged documents/certificate is clearly mentioned. Moreover, other actions against the bidder like encashment of EMD or PBG depending upon the stage of discovery of the fraud / false documentation may be taken up by EIL/BPCL. Moreover, the bidder's organization is responsible for any and all actions of their employees and any claims seeking to pin point the blame on some employee of bidder and attempting to absolve the bidder's organization will not be entertained.
- The bidder must also note that the EIL/BPCL reserves the right to proceed based on acceptable offer (who have submitted authenticated documents in line with the Clause No. 5.4.2 below) and reject outright the other bids which have some shortcomings including non-submission of authenticated documents. The bidder shall therefore submit the authenticated documents along with the offer itself and in case of rejection of his bid shall not have any right to seek another opportunity for submission of authenticated documents.
- 5.4.3. Bidder (Company) shall furnish an undertaking in the format as per **Appendix-II to IFB** towards the authenticity of submitted BQC Documents, duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.
- Proprietorship/Partnership firms shall submit the undertaking as per **Appendix-II to IFB**, duly signed by the Proprietor/ any two Partners."
- 5.4.4. Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.
- 5.4.5. The Bid and all correspondence incidental to and in connection with the Bid shall be in the English Language only. In case a Bidder submits any of the Bidder Qualification support documents in any language other than in English, then it shall be the responsibility of such Bidder to also provide the English translation copy of the same duly certified by either of the following:

- a. Local Chamber of Commerce or Indian embassy in bidder's country or their embassy in India.
- b. Any recognized/ authorized in India.

5.4.6. Bidders shall be required to upload the digitally signed authenticated copies of documents for meeting BQC on the e-tendering website only. Bidders shall not be required to submit the original of authenticated documents in physical form to EIL/BPCL. In addition, bidder shall also confirm that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the Bidding Document.

5.4.7. Submission of authentic documents is the prime responsibility of the Bidder. EIL/BPCL reserves the right of getting the document cross verified, at their discretion from the document issuing authority. Bidder shall provide all necessary assistance in this regard.

However, in addition to the above, EIL shall carry-out cross verification of the lowest evaluated bidders credentials submitted in the bid and considered by EIL for meeting the BQC- commercial experience criteria and BQC - technical criteria from the document issuing authority. It shall be the responsibility of the bidder to assist EIL/BPCL in carrying out this exercise. EIL/BPCL shall also reserve the right to communicate directly with the certificate issuing authority and /or carryout a visit to the office/works of the certificate issuing authority. Bidder shall provide complete assistance towards the same. Bidder to note that first payment against the contract, if placed, shall be released only on completion of the verification.

It shall, therefore, be the responsibility of the Bidder/ Contractor to get their BQC documents considered for qualification successfully verified as above.

Accordingly, bidder shall ensure that bidder shall submit those executed works meeting the qualification criteria for which they can arrange such verification.

Failure of cross verification shall entitle EIL/BPCL to reject the bid or terminate the Purchase Order/ Contract, if already issued.

Bidder shall also render assistance in facilitating visit to the reference unit, if so considered necessary by owner. Cost of visit shall not be to the bidder's account.

5.4.8. In case the BQC documents have already been verified by EIL for any other enquiry/ tender, the same may also be considered verified on the strength of previous verification and accepted by EIL. However, in such a case, bidder shall indicate in their bid that PTR documents submitted in this bid has already been verified by EIL from Bidder's Client in tender no. _____ for the project _____.

5.4.9. Any additional documents, if deemed necessary to establish the qualifying requirements may be submitted by the Bidder.

5.4.10. The Bidder shall ensure submission of complete authentic information / documentation along with the Bid.

5.4.11. Wherever specific compliance to the relevant documentation from bidder in support of the criterion mentioned under Clause no. 5, is required post Bid submission, Owner/EIL reserves the right to directly interact with the Bidder's Owner/Consultants to verify the relevant documentation and the Bidder will render assistance in facilitating that.

5.4.12. Bidder shall also render assistance in facilitating visit to the reference unit, if so, considered necessary by owner. Cost of visit shall not be to the bidder's account.

5.5. OTHER GENERAL PROVISIONS:

5.5.1. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Owner's interests. The bidder found to have a conflict of interest shall be disqualified.

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- f. In case of a holding company having multiple closely sister companies, then only one such companies should quote. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

- 5.5.2. A firm which has been engaged by BPCL to provide licensing or services for this Project (here "Project" shall mean the project embracing the works and/or unit(s) forming the subject matter of the Bid and resultant Contract) and any of its affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm, are disqualified from executing EPC works for the same project. Conversely a firm hired to execute EPC works for implementation of this Project and any of its affiliates, are disqualified from providing services related to the initial assignment for the same Project.

In view of 5.5.1 & 5.5.2 above, bidder to provide declaration as per **Appendix – I to IFB** attached herewith, in their letter head duly signed and stamped by their Power of Attorney (PoA) holder along-with their bid. Non-submission of this declaration shall render their bid liable for rejection.

- 5.5.3. Failure to meet the above Qualifying Criteria at Clauses **5.1 & 5.2** above will render the bid to be summarily rejected.
- 5.5.4. Bidders serving holiday listing order (valid as on final bid submission due date) issued by BPCL/MOP&NG/EIL or convicted of an offence under a) 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, shall not get qualified in this tender. A declaration to the above effect shall be submitted by bidder as on final bid submission due date. Offers not accompanied with such declaration shall make the bidders liable for rejection. Any wrong declaration in this context shall make the bidders liable for action under the holiday listing procedure.
- 5.5.5. Bidders are required to submit all such past experience(s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid i.e. copies of work orders/ relevant pages of Contract/SOR/Schedule of Price(SOP)/invoice/final Bill, completion certificate, from the Owner/ Consultant of work executed, copy of MOU (as applicable), Audited annual Financial Statements containing audited balance sheets and profit & loss accounts statement in the first instance itself, in support of their fulfilling the qualification criteria. Accordingly, only such past experience(s) shall be considered for qualification, details of which are provided in the bid by the bidder.
- 5.5.6. Bidder should ensure submission of complete information/documentation in the first instance itself, in support of their fulfilling the qualification/eligibility criteria. BPCL/EIL reserve the right to complete the evaluation based on the details furnished without seeking any additional information and / or in-house data, survey or otherwise. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid.

In case, a bidder does not meet the BQC based on experience documents submitted in support of meeting the BQC, **their bid may be rejected without issuing Technical Queries(TQs)/ Commercial Queries(CQs)**. However, in case CQs/ TQs are issued, bidders can be allowed to

submit additional documents for any of the work out of the past experience(s) (PTR) list already submitted along with the bid, to support their bid is meeting the BQC.

Bidders shall not be permitted to submit document related to new reference of work experience if not mentioned in the list (past experience) submitted along with the bid and any such submission shall not be considered for evaluation.

5.5.7. **Bidders are required to sign and submit the scanned copy of Integrity Pact along with their bid. Format of INTEGRITY PACT is attached as Appendix-III to ITB. Non submission of Integrity Pact shall lead to the rejection of their bid.**

5.5.8. No insolvency, liquidation, court receivership or other similar proceedings shall have been initiated and pending against the Bidder. Bidder shall submit a self-certificate/declaration stating that they are not under insolvency, liquidation, court receivership or similar proceedings. Failure to do so or if the bidder is under insolvency, liquidation, court receivership or similar proceedings, their bids shall not be considered.

5.5.9. The Institute of Chartered Accountant of India at its 379th council meeting dated 17-18th December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant in phased manner for following services:

- a) All certificates with effect from 1st February, 2019.
- b) GST and Income Tax Audit with effect from 1st April, 2019.
- c) All Audit and Assurance Functions with effect from 1st July, 2019.

In view of the above, bidder shall ensure that any certificate/ reports issued/ attested by an practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

5.5.10. Bidder to ensure that relevant documents and information pertaining to PPP-MII, which are necessary for availing the relevant benefits during evaluation, must be updated / uploaded in the designated folder on Govt E-Tendering website.

6. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

Bids must be accompanied with Earnest Money Deposit / Bid Security. Bids not accompanied with requisite Earnest Money deposit /Bid Security (or authenticated exemption certificate, wherever applicable) shall be considered as non-responsive and such Bids shall be summarily rejected.

EMD/Bid Security shall be in favour of Bharat Petroleum Corporation Limited in the form of Bank draft drawn in favour of Bharat Petroleum Corporation Limited or Electronic Fund Transfer to BPCL Bank Account (Details as per **clause 6.2** below) or Bank Guarantee (BG) / e-Bank Guarantee (e-BG) executed as per list of banks [attached as **Appendix –XVII to ITB**] in the proforma attached with Bidding Document/ Insurance Security Bond as per the provisions and format enclosed in General Conditions of Contract. **The BG / Insurance Surety Bond shall remain valid for a period Two months beyond Bid validity.**

Indian Bidders shall submit Bid Security in Indian Rupees.

Proforma of Bank Guarantee/Insurance Surety Bond in lieu of Earnest Money Deposit shall be as per Proforma attached with General Conditions of Contract (GCC).

6.1. Bank Details of BPCL (For RTGS/NEFT)

Name of Bank	: State Bank of India
Branch	: SARVODAYA CHAURAHA, BINA, DIST. SAGAR (MP) - 470113
Account No	: 32182313019
IFSC Code	: SBIN0001427
MICR Code	: 470002101

- 6.2.** Scanned copy of EMD shall be uploaded in designated place in the above mentioned Govt E-Tendering website. Swift message/Cheque/Cash shall not be acceptable. In case, bidder fails to upload scanned copy of EMD on Govt E-Tendering website by the bid due date & time, such bid shall not be considered for evaluation.
- 6.3.** EMD/ Bid Security, in addition to uploading on the Govt E-Tendering website along with the bid, shall also be submitted in Original physical form preferably before the bid due date and time but not later than **7 (Seven) calendar days** from bid due date and time. In case the EMD/ Bid Security in original physical form does not reach below mentioned address within the above cut-off date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid Security was earlier uploaded by the bidder on the e-Tendering website.

Original EMD/Bid Security to be submitted at below address:

**Mr. Jaydip Purkayastha, GM (SCM),
Engineers India Limited,
R&D Complex, Sector-16 (On N.H.-8),
Tower-1 (1ST Floor), Gurugram -122 001,
Haryana (India)**

- 6.4.** In case EMD/ Bid Security is submitted through net-banking, submission of Original physical form of EMD/ Bid Security within the bid due date shall not be required. However, transaction details/ proof of submission of EMD/ Bid Security through net-banking shall be uploaded in designated place in the above-mentioned E-Tendering website <http://eprocure.gov.in/eprocure/app>.
- 6.5.** 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 favour 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 7037of SFMS Delivery Report.
 - i. BPCL Location: Kharghar, Navi Mumbai
 - ii. Head Office: Ballard Estate
 - iii. 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.

7. SUBMISSION OF BIDS & VALIDITY:

- 7.1. Bids are required to be submitted only through above-mentioned E-Tendering website <http://eprocure.gov.in/eprocure/app> on or before the Bid submission date and time. Bidders are required to enroll on the E-Tendering website <http://eprocure.gov.in/eprocure/app>.
- 7.2. Bidders in their own interest are requested to upload/submit their bid well in time. In the event of failure in bidder's connectivity with the above-mentioned E-Tendering website <http://eprocure.gov.in/eprocure/app> during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.
- 7.3. Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through above mentioned E-Tendering website <http://eprocure.gov.in/eprocure/app> shall only be considered for evaluation and ordering.
- 7.4. Bidders are requested to get acquainted with the E-Tendering website <http://eprocure.gov.in/eprocure/app> in advance and obtain/seek clarifications, if any from EIL.
- 7.5. **Bid Validity:** Bid shall remain valid for **06(Six) months from the Bid Due Date or Extended Bid Due Date**, whichever is later.

8. PRE-BID MEETING AND IMPORTANCE OF ATTENDING PRE-BID MEETING:

- 8.1. Pre-bid Meeting shall be held on the scheduled date, time and place as stated in Sl. No. **4(VI) & 4(VII) of IFB** above.
- 8.2. Bidders or their competent authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bidding document and Scope of Work etc. can be addressed during the pre-bid meeting to enable the bidder to submit Zero Deviation Bid.
- 8.3. Bidders shall treat the pre-bid meeting as of utmost importance in their own interest and depute competent & senior persons to understand the requirement and capable of taking spot decision to sort out all the technical, commercial and legal issues. Bidders are also advised to attend the pre-bid meeting along with their technical, commercial and legal representative, if so desired, to get all issues clarified to meet the project time schedule.
- 8.4. Bidders who are not attending the pre-bid meeting, it shall be considered that the bidder has a clear understanding of the scope, specifications, terms & conditions etc. of the bidding document and does not have any comments/ deviations to the requirements of the bidding document and their offer shall be strictly as per provisions of the bidding document without any deviation/clarification etc.
- 8.5. Bidders to note that BPCL/EIL reserves the right not to give any opportunity to the bidder after the final bid submission date and time for seeking any clarification or submission of balance documents not submitted earlier. Their bid shall be evaluated as per the documents submitted along with their bids.
- 8.6. To make the pre-bid meeting effective and result-oriented, the bidders are requested to send their queries/clarifications, if any, as per format included in the Bidding Document through **CPP Portal (<https://eprocure.gov.in/eprocure/app>)** within the cut-off date as mentioned against sl. no. 5 (c) above. Accordingly, queries which are not received through CPP Portal or after cut-off date may not be entertained. The clarifications to these shall be provided during the pre-bid meeting.
- 8.7. Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries/ pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment. Record notes/Replies of pre-bid meeting shall not be considered as part of RFQ/Bidding Document.
- 8.8. Non- attendance of the pre-bid meeting will neither be a cause for disqualification of the bidder nor a cause for bidder's ignorance to submit the bid as per provisions of the bidding document and

latest information uploaded in the Central Public Procurement Portal (CPPP)/Website of Government of India/ NIC Portal <https://eprocure.gov.in/eprocure/app>.



9. AWARD METHODOLOGY:

Work covered in the subject tender is indivisible Works Contract. The Contract shall be awarded to the Qualified and Techno-commercially acceptable bidder whose evaluated prices is Lowest (L1).

10. GENERAL

- 10.1.** The complete Bidding Document can be downloaded from the CPP portal <http://eprocure.gov.in/eprocure/app>.
- 10.2.** Bidders are required to submit their e-bids only through **CPP portal** <http://eprocure.gov.in/eprocure/app> in accordance with the instructions and terms & conditions of this Bidding Document.
- 10.3.** Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc. including modification of the bid to meet the BQC.
- 10.4.** Bids received after the due date and time (refer late bids clause of ITB) shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 10.5. Consortium / Unincorporated Joint Venture Bids are not acceptable.**
- 10.6.** In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.
- 10.7.** Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- 10.8.** Bids received after the due date and time (refer LATE BIDS clause of Instruction to Bidder) shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 10.9.** Purchase preference to central PSUs or any other government guidelines as applicable from time to time shall be considered.
- 10.10. Physical / Fax / e-mail Bids (other than the documents specifically required to be submitted in hard form) shall not be accepted.**
- 10.11.** Please acknowledge receipt of Bidding Document and immediately confirm your participation in the subject bidding as per proforma (ACKNOWLEDGEMENT CUM CONSENT LETTER) enclosed in the Bidding Document.
- 10.12.** Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 10.13.** BPCL/EIL shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.
- 10.14.** BPCL reserves the right to reject any or all Bids without assigning any reason, whatsoever.
- 10.15.** Clarification, if any, can be obtained from GM (SCM), Engineers India Limited, R&D Complex, Sector-16 (On N.H.-8), Tower-1(1st Floor), Gurugram-122 001, Haryana (India), Tel: +91124 289 1371/1365/1287 & E-mail: sushant.behera@eil.co.in / naveen.pandit@eil.co.in / jaydip@eil.co.in
- 10.16.** For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

General Manager (SCM)
Engineers India Limited, Gurugram

 <p>Bharat Petroleum</p>	<p>INVITATION FOR BID (IFB)</p> <p>STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)</p> <p>DOMESTIC COMPETITIVE BIDDING</p>	
<p>BIDDING DOCUMENT NO.: JP/B957-420-PG-T-7410/1009</p>		

Appendix-I to NIT

PROFORMA OF DECLARATION TOWARDS “CONFLICT OF INTEREST”
(To be submitted by the participating bidders)

I/We, {Name(s) of Authorized Signatory (ies)}, on behalf of M/s. do hereby declare that our company or any of its Directors/Partners/Employees/Allied Firms# do not have any conflict of interest as per the provisions covered in the Bidding Document and specifically confirm that our company or any of its Directors/Partners/Employees/Allied Firms# have not been engaged by BPCL as Consultant/Licensor or has provided services for the need assessment/procurement planning[§] of the Tender process .

I/We, {Name(s) of Authorized Signatory (ies)}, on behalf of M/s. do hereby undertake that our company or any of its Directors/Partners/Employees/ Allied Firms# shall refrain from entering into any business relationships or activities, which would result into a ‘Conflict of Interest’ with the agency/consultant/licensor, who has been engaged by BPCL to provide services for the need assessment/procurement planning[§] of the project for which this tender (i.e. Tender No.) has been invited (floated).

Further, I/We, {Name(s) of Authorized Signatory (ies)}, on behalf of M/s. do hereby declare that our company or any of its Directors/Partners/Employees/Allied Firms# do not have any conflict of interest with one or more parties participating in the tendering process for the subject EPC works as per the provisions covered in the Bidding Document .



Allied Firm shall mean:

“Allied firm” (‘affiliates’/ ‘affiliated firm’, ‘sister concern’, ‘associated firm’, or ‘related party’) of a bidder/ contractor (Principal firm, including Joint Venture Company) is a firm/ concern (including Joint Venture Company) that comes within the sphere of effective control/ influence of the principal firm, wherein the Principal Firm –

- i) being a proprietary firm, owns the Allied Firm,
- ii) being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm
- iii) has common Management (say majority of director) with the Allied firm;
- iv) its partners or directors have a majority interest in the management of the Allied Firm;
- v) has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;
- vi) directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm, v) has the Allied Firm as its successor/ subsidiary or vice-a-versa;
- vii) has common offices/ manufacturing facilities with the Allied Firm.

§ need assessment/procurement planning shall mean preparation of - feasibility/ cost estimates/ Detailed Project Report (DPR), design/technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.

(Authorized Signatory)
Signature:
Name :
Designation:

 Bharat Petroleum	INVITATION FOR BID (IFB) STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL) DOMESTIC COMPETITIVE BIDDING	
BIDDING DOCUMENT NO.: JP/B957-420-PG-T-7410/1009		

Appendix-II to NIT

FORMAT OF UNDERTAKING FOR AUTHENTICATION

RFQ/Bidding Document No.:.....

Item/Work:.....

I, _____ S/o/D/o of _____, working as _____
 {authorized signatory of Bidder holding Power of Attorney for signing of Bid or proprietor / any two partners in
 case of Proprietorship / Partnership firms (indicate, as applicable) } of the Company/Firm
 _____ having its registered office at
 _____ certify that all the details including
 documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference
 _____ against your Enquiry document _____, are
 true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents has been submitted with 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 (ii) provisions of bidding conditions and iii) Suspension / Banning rules of Owner/ EIL, which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

It is further certified that, if any documents are required to be submitted by our company/Firm subsequent to submission of bid, shall also be submitted under my knowledge and shall be true, authentic, genuine copy of its original and shall not be false/forged or fabricated.

I hereby acknowledge that the Owner/EIL possesses the right to verify the BOC Documents from the relevant document issuing authority or end user. The results of this verification, as stated above, shall be binding upon our Company/Firm, without any opportunity for dissent or contestation.

I also accept that in case, at a later date, any of the document submitted in our bid referred above .is found to be false/forged or fabricated, I, shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of land and provisions of the Bidding Documents and EIL/Owner's right to put our company on Suspension / Banning list for future business with EIL/Owner.

Specimen Signature of authorized signatory of bid

Signature
 Name & Designation

(authorized signatory of Bidder holding Power of Attorney for signing of Bid / Proprietor in case of Proprietorship Firm /any two Partners in case of Partnership firms (indicate, as applicable))



INVITATION FOR BID (IFB)

**STEAM GENERATION PACKAGE
FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP) OF
M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)**



DOMESTIC COMPETITIVE BIDDING

BIDDING DOCUMENT NO.: JP/B957-420-PG-T-7410/1009

**EXPERIENCE RECORD PROFORMA STEAM GENERATION PACKAGE
(FOR TECHNICAL BQC)**

CREDENTIALS OF THE BIDDER										
S.NO.	NAME OF THE PROJECT/ WORK	CLIENT/ OWNER	EXPERIENCE CRITERIA (AS PER BQC) REFER NOTE-2	WORK ORDER/ FOA/ LOA/ LOI/ PO	DATE OF COMPLETION/ COMMISSIONING	COMPLETION CERTIFICATE (REF. NO. & DATE OF ISSUE)	TYPE OF UTILITY BOILER	UTILITY BOILER CAPACITY	DESIGN STEAM PARAMETERS	CERTIFICATE FOR 1 YEAR OPERATION
1										
2										
3										
4										

Notes: -


1. Since the information requested in this format shall be utilized to assess the Bidder's capability to execute the subject Project, it would be in the interest of the Bidder to include only those references which are relevant for Bidder Qualification Criteria. The Bidder shall also ensure that all information asked for is furnished and the same is correct and complete in all respects. Incorrect information furnished in this format shall render the bid/order liable for rejection.
2. Bidder's experience as per technical BQC:
 - a) In case the referenced Project/Work is executed & completed by the Bidder please write "OWN".
 - b) In case the referenced Project/Work is executed & completed by the Bidder as Sub-Contractor, please write "SUB-CONTRACTOR".
 - c) In case the Bidder is quoting based on jobs executed for Subsidiary/ Fellow Subsidiary/ Holding Company, please write Subsidiary/ Fellow Subsidiary/ Holding Company, as applicable.
3. The Bidder shall furnish all documentary evidence required to justify that the Bidder meets Technical BQC for referenced projects/ works mentioned above.
4. Bidder to ensure that any additional document required to support qualification shall be enclosed as documentary evidence.

(STAMP & SIGNATURE OF BIDDER)

BID DATA SHEET (BDS)

BID DATA SHEET														
S.NO.	CL. NO.	CONTENT												
1.	ITB 1.1 SCOPE OF BID	Bidding Document No.: JP/B957-420-PG-T-7410/1009												
2.	NIT 4 IV), XIV, ITB 23.1 NDA (CONFIDENTIALITY AGREEMENT)	Not Applicable												
3.	ITB 3.1 ELIGIBLE BIDDERS	Enquiry Basis is Open Domestic Competitive Bidding Basis.												
4.	NIT 8; ITB 8.0 PREBID MEETING	Applicable (Refer IFB for details)												
5.	NIT 4 XI), 6 ;ITB 16.0 BID SECURITY/EMD	Applicable. Refer IFB/ITB for details												
6.	NIT 7.5, ITB 17.0 PERIOD OF BID VALIDITY	Bid shall remain valid for 06 (Six) Months from the Final Bid Due Date, whichever is later.												
7.	ITB 5.4 SITE VISIT	<p>Site Location: BR Petrochemical Unit, Bharat Petroleum Corporation Limited Administration Building, Refinery complex, Petrochemical Unit, Post BR residential complex- 470124 Bina, District- Sagar, Madhya Pradesh, India</p> <p>Contact Person: Mr. R H Panchal GM-BPCL U&O (Project Manager) Tel Mobile: +91 989251788 Email: panchalrh@bharatpetroleum.in</p>												
8.	NIT 5.7.5 INTEGRITY PACT	<p>Applicable</p> <p>Scanned copy of Integrity Pact (as per the format enclosed) (Appendix-III to ITB) to be submitted (i.e. uploaded on E-Procurement Portal).</p> <p>Bidder's failure to return the Integrity Pact duly signed along with the bid documents shall result in the bid not being considered for further evaluation.</p> <p>The detail of Independent External Monitors (IEMs), appointed by BPCL are as below:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Name of IEM</th> <th>E-mail ID</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Shri Ganesh Vishwakarma</td> <td>ganesh_vishwakarma@yahoo.com</td> </tr> <tr> <td>2</td> <td>Shri Atanu Purkayastha</td> <td>dratanu2011@gmail.com</td> </tr> <tr> <td>3</td> <td>Shri Pradeep Kumar</td> <td>pradeepawasthi1981@gmail.com</td> </tr> </tbody> </table>	Sr. No.	Name of IEM	E-mail ID	1	Shri Ganesh Vishwakarma	ganesh_vishwakarma@yahoo.com	2	Shri Atanu Purkayastha	dratanu2011@gmail.com	3	Shri Pradeep Kumar	pradeepawasthi1981@gmail.com
Sr. No.	Name of IEM	E-mail ID												
1	Shri Ganesh Vishwakarma	ganesh_vishwakarma@yahoo.com												
2	Shri Atanu Purkayastha	dratanu2011@gmail.com												
3	Shri Pradeep Kumar	pradeepawasthi1981@gmail.com												
9.	ITB 12.0, 16.7 BIDS ON CONSORTIUM BASIS	<p>Not Acceptable.</p> <p>Bids received from Consortium/Un-incorporated Joint Ventures(JV) shall not be considered for evaluation.</p>												
10.	ITB 12.4 PARTS OF TENDER	The subject tender is an Indivisible Works Contract.												
11.	ITB 14.0 CURRENCIES OF BID AND PAYMENT	INR only												
12.	ITB 19.0 POWER OF ATTORNEY	Applicable												

BID DATA SHEET		
S.NO.	CL. NO.	CONTENT
13.	ITB 22.0 SUBMISSION OF ORIGINAL DOCUMENTS	Original Documents to be submitted at below address: Mr. Jaydip Purkayastha, GM (SCM), Engineers India Limited, R&D Complex, Sector-16 (On N.H.-8), Tower-1 (1ST Floor), Gurugram -122 001, Haryana (India)
14.	ITB 22.1 AFFIDAVIT REGARDING INDIAN ESTABLISHMENT	Not Applicable
15.	ITB 24.0 DEADLINE FOR SUBMISSION OF BIDS	Refer Government of India Central Public Procurement (CPP) Portal (https://eprocure.gov.in/eprocure/app)
16.	EVALUATION AND COMPARISON OF BIDS	Refer Preamble to Price Schedule
17.	REVERSE AUCTION	Not Applicable
18.	ITB 47.0 PREFERENCE TO MICRO & SMALL ENTERPRISE	Not Applicable
19.	ITB 48.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT(DMI&SP)	Applicable Bidder to submit FORM-1 and/or Undertaking as per FORM-2 Appendix-VII to ITB.
20.	ITB 49.0, PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)	Applicable Class-I/Class-II Suppliers as per the referred policy can participate in bidding. However, Purchase Preference shall be admissible to Class-I Local Suppliers as per PPP-MII Policy. Bidder to submit Declaration as per FORM-2 & FORM-2A of APPENDIX-VIII to ITB.
21.	ITB 50.0 DOMESTICALLY MANUFACTURED ELECTRONIC AND TELECOM PRODUCTS	Not Applicable

 <p>Bharat Petroleum energising lives</p>	<p>INSTRUCTIONS TO BIDDER (ITB)</p>	

**BINA PETCHEM AND REFINERY EXPANSION
PROJECTS (BPREP)**

INSTRUCTIONS TO BIDDER

FOR EPCC/LSTK WORKS

B925_ITB_EPC/LSTK-LT REV.0
24 January 2025



INSTRUCTIONS TO BIDDER (ITB)



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1.0 SCOPE OF BID

- 1.1. In connection with the Invitation for Bids/ Letter Inviting Bid, Engineers India Limited invites e-Bid(s), under single stage two bid system, for the entire scope covered under the Bidding Document [hereinafter for the purpose of these instructions collectively referred to as the “WORKS” as specified in **Bid Data Sheet (BDS)**]
- 1.2. Throughout the Bidding Document
 - (a) The PURCHASER/CLIENT/OWNER means Bharat Petroleum Corporation Limited (BPCL), having its Registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and shall include its successors and assignees.
 - (b) "EIL" shall mean Engineers India Ltd., having its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi-110066 (INDIA) and engaged by BPCL as EIL/EPCM for their Project.
 - (c) except where the context requires otherwise, words indicating the singular also include the plural



INSTRUCTIONS TO BIDDER (ITB)



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and words indicating the plural also include the singular; and word written in capital or small letter or where the first letter capital have the same meaning.

- (d) “Day” means calendar day.
- (e) The term “Bid Due Date” shall mean the “Final Bid Due Date”.
- (f) the term “bid”/ “tender”/“offer”/“proposal” and their derivatives (“RFQ/Bidding/Enquiry” documents, “bidder/tenderer”, “Vendor/Supplier/Seller”, “Bid/tender”, “bidding/tendering”, “Contract/Purchase Order” etc.) are synonymous,
- (g) “Tender Document” or “Bidding Document” shall mean the documents issued to the bidder including any subsequent addenda to enable bidder submit his Bid.
- (h) Throughout this Bidding Document, E-Tendering website/portal means Government of India GeM-Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/eprocure/app>)
- (i) **CONSULTANT(PMC):**
- BPCL has appointed ENGINEERS INDIA LIMITED (EIL) as the consultant for this project. Owner has also authorized the consultant to enter into correspondence with bidder(s) & obtain clarifications/ confirmations, if any with respect to this RFQ/ BIDDING DOCUMENT. By virtue of this authorization, EIL on behalf of BPCL may enter into correspondence /discussions & obtain clarifications / confirmations from bidder(s) if any.
- (j) **“Notice Inviting Tender(NIT)”/“Letter Inviting Bid” (LIB)/ “Invitation for Bid” (IFB) shall mean EIL’s request to Bidder for a Bid/ Tender together with the Bidding Document.**
- (k) “Instructions to Bidders (ITB)” shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.
- (l) **The words “un-incorporated Joint Venture (JV)” and “Consortium” have the same meaning.**

2.0 CARTEL FORMATION

In case any bidder is found to be involved in cartel formation/ bid-rigging / collusive bidding, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future enquiries of EIL/BPCL in line with the Holiday listing guidelines of EIL/BPCL.

3.0 ELIGIBLE BIDDERS

- 3.1 An Eligible bidder may be a firm or a company, who, have been issued the Bidding Document on Limited Competitive Basis or a bidder meeting the BQC criteria as per NIT/IFB on Open Competitive basis. **(Refer BDS for basis of bidding)**
- 3.2 A bidder who is on **Holiday List / Negative List** of EIL/BPCL on due date of submission of bid /during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the Bidding Document **is/was issued inadvertently to such Bidder/downloaded from website by such Bidder**, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.
- 3.3 Similarly, if a bidder is seeking qualification based on engaging a sub-contractor / sub-vendor who meets stipulated qualification criteria (in case allowed as per IFB/NIT) and such a sub-contractor is on **Holiday List / Negative List** of EIL/BPCL on due date of submission of bid / during the process of evaluation of the bids, the offer of such bidder shall not be considered for bid opening/evaluation /award. Refer **Appendix-XVI to ITB** for Policy of Holiday Listing of Vendors in BPCL.



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- 3.4 If a Bidder is placed on **Holiday List / Negative List** of EIL / BPCL after opening of price bid but prior to award and such Bidder happens to be the lowest bidder, then the next lowest bidder shall be considered L1.
- 3.5 No insolvency, liquidation, court receivership or other similar proceedings shall have been initiated and pending against the Bidder. Bidder shall submit a self-certificate/declaration stating that they are not under insolvency, liquidation, court receivership or similar proceedings. Failure to do so or if the bidder is under insolvency, liquidation, court receivership or similar proceedings, their bids shall not be considered.
Bidder should submit a self-certificate/declaration regarding the same as per Bidding Form **Form-P**.
- 3.6 The bidder shall not be under a declaration of ineligibility by OWNER for Fraudulent practices as defined at clause no. **45.0 of ITB**.
- 3.7 CONFLICT OF INTEREST**
- 3.7.1 A bidder shall not have a conflict of interest in the bidding process with one or more parties/ Consultant/ Licensor. Such conflict of interest can lead to anti-competitive practices to the detriment of Owner's interests. The bidder found to have a conflict of interest shall be disqualified.
- 3.7.2 A bidder may be considered to have a conflict of interest with one or more parties/ Consultant/ Licensor in this bidding process, if:-
- they have controlling partner (s) in common; or
 - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - they have the same legal representative/agent for purposes of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - In case of a holding company having multiple closely sister companies, then only one such companies should quote. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
 - A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid
 - The bidder (or his allied firm[#]) provided services for the need assessment/ procurement planning[§] of the Tender process in which it is participating;

(§need assessment/procurement planning shall mean preparation of - feasibility/ cost estimates/ Detailed Project Report (DPR), design/technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)

Allied Firm shall mean:

"Allied firm" ('affiliates'/ 'affiliated firm', 'sister concern', 'associated firm', or 'related party') of a bidder/ contractor (Principal firm, including Joint Venture Company) is a firm/ concern (including Joint Venture Company) that comes within the sphere of effective control/ influence of the principal firm, wherein the Principal Firm –

- being a proprietary firm, owns the Allied Firm,
- being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm
- has common Management (say majority of director) with the Allied firm;
- its partners or directors have a majority interest in the management of the Allied Firm;
- has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;



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vi) directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm, v) has the Allied Firm as its successor/ subsidiary or vice-a-versa;

vii) has common offices/ manufacturing facilities with the Allied Firm.

In view of Clauses 3.7.1 & 3.7.2 above, bidder shall submit a self-declaration as per format enclosed as per **Appendix of LIB/IFB/NIT**.

3.8 Department of Expenditure (DoE) vide O.M. No. 7/10/2021-PPD(1) dated 23.02.2023 has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in>). In view of the above, Bidder to submit signed and stamped copy of the policy along with duly filled Form-IA/I-B/II (as applicable) (on Company's Letterhead) attached with Appendix-XIII to this ITB for compliance.

If a bidder is from a country which shares a land border with India, then they will be eligible to bid if they are registered with the Competent Authority (**Appendix-XIII to ITB**), otherwise their offer shall not be considered for evaluation/ award.

3.9 Ministry of Petroleum & Natural Gas (MoPNG) vide File no. FP-20013/24/2017-FP-PNG (E-17013) dated 21-Aug-2024, have issued a directive that revised Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 dated 19.7.2024 issued by DPIIT shall be applicable.

Under this policy, buyer reserves the right to allow Suppliers or Service providers in a tender and purchase preference as admissible under the prevailing policy, subject to complying with the requirements/ conditions defined herein and submitting documents required to support the same. **Refer Appendix-VIII to ITB for details.**

4.0 COST OF BIDDING

The bidder shall bear all direct and indirect costs associated with the preparation and submission/delivery of its bid including (but not limited to) costs and expenses related to clarification meetings, visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. BPCL/EIL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

5.0 SITE LOCATION/SITE VISIT

5.1 The site is located at Bina, District Sagar Madhya Pradesh, India. It is well connected with Roads. Nearest Rail Junction is Bina and Airport is Bhopal & Indore. Nearest Sea port is Nhava Seva (Maharashtra), Kandla and Mundra (Gujarat).

5.2

5.3 Bidder is advised to visit and examine the site (at his cost), its surroundings and familiarise himself of the existing facilities & environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Bidder shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies / labour and shall collect other relevant information that may be required before submitting the bid. **Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered a reason for extra claim or delay in work at later date after submission of the bid and during contract execution. Accordingly, bidder to submit Declaration confirming Knowledge about Work Site Visit and Surrounding Conditions as per Form – R of Bidding Forms.**

Bidder shall provide at least two days in advance the details of their representatives along with details of laptop, mobile or any other electronic device or any equipment if any, being carried so as to make arrangement for gate passes. Owner's decision on this regard shall be final and binding upon the bidder. The cost of visiting the site shall be at the bidder's own expense.



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5.4 The Bidder or any of his personnel or authorised representative/agent will be granted permission by the BPCL to enter upon his premises and land for the purpose of such visits, **subject to the explicit condition that the Bidder, his personnel or agents will release and indemnify the BPCL and his personnel and agents/consultant from and against all liabilities in respect thereof** and will also be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof. During such visits the Bidder shall abide by all the rules and regulations, as applicable.

5.5 For site visit, Bidder may contact persons as per details provided in **Bid Data Sheet (BDS)**.

6.0 ENTRY OF FOREIGN NATIONALS TO REFINERY/ PROJECT PREMISES

6.1 Bidders are requested to note the followings with regard to entry of Foreign Nationals to Refinery/Project Premises in relation to subject tender:

6.2 It may please be noted that all the refineries are declared as “prohibited place” under Official secrets Act 1923, where entry of personnel is restricted/conditioned. It may also be noted that the visa to be issued by Govt. of India, normally contains the clause towards no permission for entry/visit to such place, a default condition which if not removed/struck-off by visa issuing authorities, will create impediment/restriction in movement of personnel of foreign origin deployed at a particular Refinery, to carry out an activity in terms of engagement/contract with M/s BPCL. The same should be kept in mind while submitting request for issue of visa by your office.

6.3 The bidder is required to submit a list of all foreign nationals intending to visit site and necessary documents well in advance for obtaining necessary clearances from Ministry of Home Affairs (MHA) etc. in order to avoid any delay in this regards. Following information/documents to be provided:

- i. Name & Surname
- ii. Clear coloured scan copy of Passport
- iii. Nationality
- iv. Date of Birth
- v. Parentage
- vi. Present Address
- vii. Permanent Address
- viii. Validity of the passport
- ix. Clear coloured scan copy of visa
- x. Date visited India last
- xi. Purpose
- xii. Duration of the last visit and
- xiii. Occupation.

The above details may be sent first through e-mail followed by physical copy.

6.4 For details refer **APPENDIX –XII to ITB**.

7.0 BIDDING DOCUMENTS

7.1 The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and conditions of Contract, specifications, drawings and other documents and to fully familiarize itself with the requirements of the Bidding Documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

7.2 Bidding Document once issued in case of limited competitive bidding is non-transferable. However, in case of Open Competitive Bidding, since the Bidding Document is available for free downloading on the e-tendering portal <https://eprocure.gov.in/eprocure/app>. Any bidder may submit the Bid and the same shall be evaluated in line with the provisions of the Bidding Document.



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- 7.3 Bidders shall treat the Bidding Documents and contents therein as strictly confidential.
- 7.4 The Bidding Document is and shall remain the exclusive property of the BPCL/EIL without any right to Bidder to use them for any purpose except for the purpose of bidding.
- 7.5 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.
- 7.6 Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document including all the documents as per Table of Contents/Master Index. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of EIL/BCPL immediately and prior to submission of Bid.
- 8.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING**
- 8.1 Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by the competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity but also enable them to submit their best prices based on the clear techno-commercial scope.
- 8.2 Bidder's authorized representative(s) shall attend the pre-bid meeting on the prescribed day at the given venue as per details indicated in LIB/NIT/IFB. During the pre-bid meeting, technical and commercial issues shall be discussed and Bidders shall ensure that the bid received subsequent to pre-bid meeting shall be without any deviations to terms and conditions of Bidding Document. Hence, **bidders shall treat the pre-bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out the technical and commercial queries.**
- 8.3 **Bidders shall examine the Bidding Documents & any subsequent amendment(s), if any, thoroughly and inform the EIL/BPCL of any apparent conflict, discrepancy or error, so that BPCL may issue appropriate clarification(s) or amendment(s), if required.**
- 8.4 **However, in case any bidder does not attend the pre-bid meeting, it shall be deemed considered that the bidder has a clear understanding of the scope & terms & conditions of the Bidding Document and does not have any comments/ deviations to the requirements of the Bidding Document.**
- 8.5 In order to ensure fruitful discussions during pre-bid meeting, **the bidder is requested to submit any queries/clarification/information pertaining to Bidding Document in writing.** These queries shall be replied during pre-bid meeting.
- 8.6 Bidder shall submit their queries through e-tendering portal only strictly within cut-off date mentioned in IFB/NIT/LIB/CP portal. BPCL/EIL shall reserve the right not to entertain any queries received after cut-off date specified in the IFB/LIB/CP portal or submitted anywhere other than the portal. Queries sent through e-mails or any other mode by any bidder shall not be given any cognizance. **Format for Pre-Bid Queries is attached as Form-H of Bidding Forms.**
- 8.7 The bidders are required to participate in the pre-bid meeting after going through the entire Bidding Document along with BQC. **Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC.** In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post-bid.
- 8.8 The outcome of the pre-bid meeting, including the essential questions raised and the responses given



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by EIL/BPCL shall be compiled as expeditiously as possible and shall be uploaded on the e-tendering website, if so required. **After pre-bid meeting, EIL/BPCL at its discretion may not entertain any further queries from the bidders.** Replies to Pre-bid Queries are for the purpose of clarification only and shall not form part of Bidding Document and subsequent Contract.

- 8.9 **Any modification in the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be issued in the form of an Addendum/Amendment, which shall be uploaded on e-tendering website and the same may be downloaded by the bidder from the said e-tendering website and shall be considered for submission of Bid.**
- 8.10 **Techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, Bidders are expected to submit their Bids compliance to the provisions of Bidding document including the Addendum (if any) and EIL/BPCL reserves its right not to accept any deviation and if any deviation is submitted in the bid, their offers may be liable to be rejected.**
- 8.11 Bidder in their own interest shall submit bid fully complying to Bidding Document requirements and EIL/BPCL shall reserve the right to proceed with the available compliant bids for evaluation and Technical Queries (TQ)/ Commercial Queries (CQ) may not be issued once the bid has been opened. However, **wherever TQ/CQ are unavoidable, EIL/BPCL at its discretion may issue TQ/CQ for bidder to reply within the cut-off date along with all relevant documents/information/clarification/confirmation as required with the TQ/CQ reply(ies).** CQ/ TQs shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/ TQ replies through any other mode shall not be accepted. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. EIL/BPCL reserves the right not to consider any reply after the cut-off date to complete the bid evaluation process.
- 8.12 Extension in bid due date shall not generally be granted due to tight Project Schedule.
- 8.13 **Non-attendance of the pre-bid meeting will neither be a cause for rejection of the bidder nor a cause for bidder's ignorance to submit the bid as per provisions of the bidding document and latest information uploaded in the Central Public Procurement Portal (CPPP)/Website of Government of India/ NIC Portal <https://eprocure.gov.in/eprocure/app>.**
- 9.0 AMENDMENT OF BIDDING DOCUMENTS**
- 9.1 At any time prior to the deadline for submission of bids, EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment/ Addendum.
- 9.2 Any Addendum /Amendment/ Corrigendum/extension in bid due date/ Clarifications (if any) etc. which are applicable to all bidders, shall be hosted on the above **GeM-Central Public Procurement Portal (CPPP) of Government of India(<https://eprocure.gov.in/eprocure/app>).**
- 9.3 Any Addendum/Amendment thus issued shall become part of Bidding Document. **Bidder shall submit a copy of the Addendum/Amendment duly signed and stamped along with all relevant documents/information** (if applicable as per Addendum) as a token of their acceptance. Failure of the Bidder to submit Bid without taking cognizance of Amendment issued by EIL/BPCL shall be liable for rejection.
- 9.4 **Generally intimation of uploading of documents in website is sent to the bidders (all bidders in case of Limited bidding and to bidders who have submitted acknowledgement on tender portal in case of IFB/LIB/NIT) in their email id.It is the responsibility of the bidder to check and use current and valid email id.** However, Bidders are requested to visit the websites regularly to keep themselves updated. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.



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- 9.5 **EIL/BPCL may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.**
- 9.6 **EIL/BPCL may also for any reason issue amendment subsequent to receiving the bids.** Any amendment thus issued shall become part of Bidding Document. Bidder shall follow the instructions issued along with Amendment with regard to submission of impact on quoted price(if permissible as per Amendment)in the form of Price Implication or revised price as instructed.

10.0 LANGUAGE OF BIDS

- 10.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder shall be written **in English language only.**
- 10.2 Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an **authenticated English translation.** The proper English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their country or bidder's Embassy in India or any translator in India recognized / authorized by bidder's Embassy or Any recognized/ authorized translator in India. **For the purpose of interpreting the Bid, the English translation shall govern.**
- 10.3 In case a Bidder, submits any documents in any language other than English, then it will be the responsibility of such Bidder, to also provide the **English translation copy of the same duly certified as per provision of Clause No. 10.2 above.**



11.0 SUBMISSION OF BIDS

- 11.1 Bid must be submitted by the bidder through e-tendering website on or before bid due date and time mentioned in the NIT/IFB /LIB or any extension thereof as duly notified by EIL on e-tendering website. However, Bidders are requested to not to ask any extension in due date for submission of Bids in view of tight project schedules.
- 11.2 Physical Bid, Bid through e-mail/Post/Fax/CD etc. are not permitted. The electronic bids (e-bids) submitted online through above GeM-Central Public Procurement Portal (CPPP) of Government of India shall only be considered for evaluation and ordering. **Bidders are required to upload the Bid along with all supporting documents including Priced bid on above GeM-Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>) of Government of India only.**
- 11.3 However, in addition to submission of e-bids as above, bidders are required to submit in original the documents as detailed in **clause 22** of this ITB and in the manner prescribed in the Bidding Document in sealed envelope titled "Original Documents [**Bidder to specify the content of the sealed envelope**]" for respective Bidding Document No" which should reach on or before the e-Bid submission Due Date and time.

In case the sealed envelope contains any document other than that/those sought specifically in physical form, same may not be given any cognisance & shall not be taken into cognisance for evaluation purpose.

- 11.4 The Bid shall be submitted in two parts viz. Part-I & Part-II in respective folders provided in the website.
- PART-I :Techno-commercial/ Un-priced Bid including EMD/Bid Security.
 - PART-II :Priced Bid

Bidders to upload the scanned copy of EMD/Bid Security, Un-price and Price part of their bids strictly in the respective folders at the designated place in the e-tendering website. **Non-Compliance to the same may lead to rejection of their offer.**

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11.4.1 PART-I: TECHNO-COMMERCIAL/UNPRICED BID:

The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

The bid shall be submitted by uploading relevant documents in respective covers provided in the e-tendering website.

Unpriced e-Bids folder shall contain following documents, duly filled in, signed and stamped:

SECTION	DESCRIPTION
SECTION-I	<p>i. Scanned copy of EMD/Bid Security as per clause no 16.0 of ITB & NIT/IFB</p> <p>ii. Letter of submission & Synopsis of the proposal</p> <p>iii. Check-List duly filled in (Appendix-II to ITB)</p> <p>iv. Power of Attorney of Bid Signatory The bid shall be signed (e-signed) by the person duly authorised to sign on behalf of the bidder and having valid POA for the same at the time of e-bid submission. The digital signature used for signing the bid shall be issued in the name of authorised person and the certificate details, available from the e-signed documents, should indicate the details of the signatories. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.</p> <p>v. Integrity Pact (IP) duly signed and stamped on each page (Appendix-III to ITB). The bidder shall submit the same format of signed integrity pact (as provided in the bidding document duly signed by BPCL) duly filled-in, signed & stamped by the authorised signatory of bidder. In case of Partnership firm each partners of Partnership firm shall submit duly signed and stamped Integrity Pact on each page. In case of Proprietorship firm the Integrity Pact shall be signed by the Proprietor. In case of sub-contracting by the contractor, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. In view of this, wherever contractor proposes any sub-contractor in the Bid, it shall be ensured that such sub-contractor also sign the Integrity Pact and submit the same in the Bid.</p> <p>vi. Affidavit regarding Indian Establishment (if applicable) as per APPENDIX-IX to ITB.</p> <p>vii. Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products to be provided as per enclosed FORM-1 of APPENDIX-VII to ITB. In case, at bidding stage bidder is unable to submit such affidavits they shall submit undertaking as per FORM-2 of APPENDIX-VII to ITB.</p> <p>viii. Declaration of Local content: In case bidder is claiming the PPP-MII benefit, Bidder to submit Form-2 (Local Content Declaration) & FORM-2A (Details of Imported Components sourced from Resellers/ Distributers excluded under Local Content) [Refer BDS for applicability] to APPENDIX – VIII to ITB duly signed and stamped by the authorised signatory of Bidder as per the instructions provided therein.</p> <p>ix. Undertaking as per Form IA, IB & II to Appendix-XIII required under ITB clause no. 51.0, regarding “Procurement from a Bidder from a Country sharing Land Border with India”. Evidence of valid registration with Competent authority required under ITB clause no. 51.0, regarding “Procurement from a Bidder from a Country sharing Land Border with India” in case such registration is mandated as per referred policy.</p>



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SECTION	DESCRIPTION
SECTION-II	<ul style="list-style-type: none">i. Similar experience as per BQC criteria of IFB/NIT [enclosed at Appendix of IFB/NIT]ii. Experience details (As per IFB/NIT) for this EPCC/LSTK package [enclosed at Appendix of IFB/NIT] along with supporting documents as per IFB.iii. Deleted.iv. Parent Company: State legal name and country of residence of direct parent company and the ultimate holding company, if any.v. Change of Ownership: Has there been any major change of Ownership of the establishment over the past five (5) years. If so, kindly provide details and if not, please affirm by "NONE".vi. Affiliates / Associates / Subsidiary Companies: Provide details in the form of a graphic representation to clearly identify each of the CONTRACTOR's Affiliates / Associates / Subsidiary Companies and their interrelation to one another.vii. Scanned copy of authenticated documents required for meeting the BQC requirements as per IFB.viii. Self-Certification (regarding document authentication) as per Appendix to IFB/NIT.ix. Undertaking (regarding no Conflict of Interest) as per Appendix- to LIB/IFB/NIT.
SECTION-III	<ul style="list-style-type: none">i. Form-O :Details of Annual Turnover, Net Worthii. Bidder shall submit the complete audited balance sheets and profit and loss account along with Auditor's Report including all Schedules for the immediate three (03)preceding financial year, for evaluation of net-worth.
SECTION-IV	<ul style="list-style-type: none">i. One copy of the Table of Contents (also referred to as Master Index) of the Bidding Document duly signed and stamped on each page, in token of having received and accepted the complete set of the Bidding Documentii. Reply to Commercial Questionnaire (Appendix-I to ITB)iii. GST Registration certificate
SECTION-V	<ul style="list-style-type: none">i. FORM-A: Form of Bid as per Proposalii. FORM-B(I) & B(II) as applicable: Information about the Bidder Submission of following information as per FORM-B(I) & B(II):<ul style="list-style-type: none">a) Contractor's Organization Chart from the upper hierarchy level to Managers level. Indicate Group or Division who will be responsible for execution of the EPC work and its management team.b) History & structure of the organisations with names of directors & chief executives.c) Copy of Article of Association and Memorandum of Association of the Company and Board Resolution mentioning Chairman/ Chief Executive Officer / Managing Director of the Company.iii. FORM-C: Declaration duly signed & stamped by the bidder in token of having received and read all volumes of the commercial & technical documents and having accepted and considered the same in preparing and submitting the bid.



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SECTION	DESCRIPTION
	<ul style="list-style-type: none"> iv. FORM-D(II),FORM-D(III): Tax Residency Certificate & Form-10F (Applicable for Foreign bidder) v. FORM-E: Compliance of Bid Requirement vi. FORM-G: Undertaking for non-engagement of child labour vii. FORM-I: Certificate of Non-involvement of Agents. viii. FORM-P: Self-Declaration ix. FORM-Q: Declaration of Black Listing /Holiday Listing x. FORM-R: Declaration confirming knowledge about Work Site visit and surrounding conditions xi. Undertaking as per Clause No. 56.0 of ITB.
SECTION-VI:	<ul style="list-style-type: none"> i. FORM-J: Methodology of Project Execution as per Proposal along-with detailed execution philosophy. Bidder to also submit their compliance to Project Execution Philosophy (attached in Technical section of bidding document/SCC) , if applicable. ii. FORM-K: Details of proposed Organization for Home and Site Office iii. FORM-L: Deployment Schedule of construction equipment, tools & tackles proposed for execution of work. iv. FORM-M: Deployment Schedule of Supervisory personnel v. Project Schedule in the form of Bar Chart. vi. Quality Assurance: A brief description of the bidder's QA system and a statement detailing how QA will be implemented for the Project. vii. FEED endorsement: CERTIFICATE OF ENDORSEMENT OF FEED DOCUMENTS as per Annexure to SCC.
SECTION-VII	<ul style="list-style-type: none"> i. Technical Details/ documents specified under "Technical Section of Bidding Document" required along with Bid. ii. Reply to Technical Questionnaire(s) in Technical Sections
SECTION-VIII	<ul style="list-style-type: none"> i. Schedule of Exceptions and deviations (if any) to the Commercial and Technical bid documents as per proposal/bidding FORM F. Technical deviations must be given separately for each discipline in FORM-F. BPCL/ EIL shall not take any cognizance of any deviation /clarification written other than in Form -F. Any Clarification/deviation, if any stipulated, other than Form-F shall be treated as null & void and may render the bid liable for rejection.
SECTION-IX	<ul style="list-style-type: none"> i. Unpriced copy of Schedule of Prices duly stamped & signed on each page mentioning Quoted/Not Quoted (as applicable)
SECTION-X	<ul style="list-style-type: none"> i. Any other information required in the Bidding Documents or considered relevant by the Bidder

Note:

The Institute of Chartered Accountant of India at its 379th council meeting dated 17- 18th December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practising chartered accountant for the following service:

- a) All certificates with effect from 1st February, 2019.
- b) GST and Income Tax audit with effect from 1st April, 2019.
- c) All audit and assurance functions with effect from 1st July, 2019.



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In view of the above, bidder shall ensure that any certificate / reports issued / attested by a practising chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued / attested without UDIN number of practising Chartered accountant in India shall not be considered for evaluation.

This requirement of including UDIN shall not be applicable for certificate / reports issued / attested by a chartered accountant practising in foreign country.

- 11.5 Bid shall be serially page numbered and indexed in detail. Wherever reference to any document is made in support of Bidder's qualification criteria, page number of such document shall be clearly indicated.
- 11.6 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the bidding document number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 11.7 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid.
- 11.8 For convenience, the Bid shall be compiled in the form of specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the BPCL reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Unpriced Bid.
- 11.9 **PART-II (PRICE BID): Priced Bid shall be uploaded by the bidder on designated e- tendering folder in the above e-tendering website and shall be consist of:**

S. No.	Schedule of Prices Forms
I	Preamble to Schedule of Lumpsum Prices
II	Schedules of Lumpsum Prices as per formats (Refer Preamble to Schedule of Prices & Instructions provided in the respective SOP forms) included in the Bidding Document, duly completed in all respects.
III	Guaranteed Consumption Figures (if applicable)
IV	PWCAMC charges as per SOP (if applicable)
V	Two Years Operation & Maintenance Spares for 2 years after expiry of DLP period.

This part shall not contain any condition whatsoever failing which the Bid shall be liable to be rejected. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. **Any condition, if stipulated, shall be treated as null and void** and may render the bid liable for rejection. No corrections, conditions, additions, deletions or modifications in Price Part are permitted. All corrections in quoted rates must be signed and stamped.

- 11.10 Although all the details presented in this Bidding Document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 11.11 The bid requirements are explicitly stated in the Bidding Documents. The Bidder is required to study these requirements in detail & make a proposal in an outline as defined above completely meeting these requirements. **The offer must be complete in all respects**, leaving no scope for ambiguity. It is in the interest of the **Bidder to submit a complete & comprehensive proposal** leaving no scope for BPCL to raise or ask for any further questions or clarifications, with a view that **the proposal may be evaluated only on the basis of what has been submitted by the bidder in the first instance in order to adhere to a very strict project schedule**. Bidder's quotation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.



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12.0 BIDS ON CONSORTIUM BASIS –NOT APPLICABLE

13.0 PRICE BID

- 13.1 For execution of scope of work as per conditions stipulated in the bidding document the Bid price is to be filled in the formats given in Price Schedule/Schedule of Prices. Unless otherwise permitted in the Bidding Documents, the price bid shall be for the whole works.
- 13.2 The Total Lump sum Price shall be quoted in the **FORM SP-0** of the Schedule of Prices/ Price Schedule (SOP) considering the impact under Goods and Service Tax (GST) of India, as per Format included.
- 13.3 The Lump Sum Price in FORM SP-0 means aggregate of Lump Sum prices for completing all activities as per Scope of Work/Supply defined in Technical and Commercial Section of Bidding Document and subsequent Amendment(s) (Technical and Commercial).

Inclusion/exclusion of taxes & duties in the prices quoted by the bidder shall be as per provisions of Taxes & duties of SCC.

Prices, taxes, duties including GST on any transaction between Contractor and their sub-supplier/sub-contractor shall be included in the Total Lumpsum Price quoted by the Contractor. Prices shall be quoted by bidder considering the impact of availability of Input Tax Credit to the bidder.

- 13.4 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Prices submitted by the bidder and accepted by EIL/BPCL.
- 13.5 Bidder shall quote for all the items of SOP after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity is not specifically covered in description of item under SOP but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Terms & Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 13.6 Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.
- 13.7 All duties, taxes, and other levies payable shall be as per Special Conditions of Contract.
- 13.8 Payment for indigenous materials to the extent indicated in the Bill of Materials shall be made on the basis of Contractor's invoice(s) which shall, without prejudice to the CONTRACTOR's full obligations to BPCL in respect of such materials, preferably be drawn on BPCL. Payment of their Supplier's invoices shall be made directly by the CONTRACTOR, who will be exclusively liable to pay their Supplier(s).
- 13.9 While submitting Bill of Materials, Contractor shall submit back up documents to BPCL.

14.0 CURRENCIES OF BID AND PAYMENT

14.1 Deleted

14.2 In case of Global Enquiry:

- 14.2.1 For Indigenous bidders:



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Indian Bidders are required to quote all Indian sourced materials/services in Indian Rupees and may quote the foreign sourced material/services in any one of the Foreign Currency out of EURO/USD or in combination of Indian Rupees and any one of the Foreign Currency out of EURO/USD or only in Indian Rupees. Payment towards such imported materials/services shall be remitted in INR at the exchange rate charged by bank at the time of payment.

14.2.2 For Foreign bidders:

Foreign Bidders may quote prices for materials and services to be imported into India either in Indian Rupees or in USD/Euro or in a combination of Indian Rupees and a Foreign Currency out of USD/Euro. Bidders shall quote the price for materials and services to be procured from India and for expenses to be incurred in India only in Indian Rupees. Payment shall be made in respective currency of quote.

14.2.3 Bid Currencies once quoted shall not be allowed to change.

15.0 INVOLVEMENT OF AGENT (IN CASE OF FOREIGN BIDDER)

BPCL shall deal directly with the CONTRACTOR abroad without involving with Contractor's Agent/Indian Representative except for submission of Bank Guarantee/EMD (if applicable) or uploading of bid using Digital Signature Certificate as per provisions of bidding document. Each bidder shall be required, along with the bid, to give a declaration in Proposal **FORM-I** that no Agent is involved in the transaction.

16.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

Clause No. **6 (a) of GCC** has been modified to the following extent:

16.1 Bids must be accompanied with Earnest Money Deposit / Bid Security. Bids not accompanied with requisite Earnest Money deposit /Bid Security (or authenticated exemption certificate, wherever applicable refer BDS for permitted exemptions) shall be considered as non-responsive and such Bids shall be summarily rejected.

16.2 EMD/Bid Security shall be in favour of Bharat Petroleum Corporation Limited in the form of Bank draft drawn in favour of Bharat Petroleum Corporation Limited or Electronic Fund Transfer to BPCL Bank Account (Details as per clause 16.5 below) or Bank Guarantee/ e-Bank Guarantee (e-BG) executed by banks as per list of bank attached as **Appendix-XVII** to ITB or Insurance Surety Bond (as per Proforma attached with GCC). **The BG shall remain valid for a period of two months beyond bid validity.**

16.3 **Indian Bidders shall submit Bid Security in Indian Rupees. Foreign bidders can submit Bid Security in Indian Rupees or in a single Foreign Currency out of Euro/USD.**

16.4 Proforma of Bank Guarantee in lieu of Earnest Money Deposit attached as per **FORM-N** of **BIDDING FORMS**.

16.5 Bank Details of BPCL (For RTGS/NEFT):

Name of Bank: State Bank of India
Branch : SARVODAYA CHAURAHAN ,BINA, DIST. SAGAR (MP) - 470113
Account No: 32182313019
IFSC Code: SBIN0001427
MICR Code: 470002101

16.6 In case of a Foreign Bidder, Bid Security may be submitted by their subsidiary or associate Company or their Indian Counter Part/ Agent, on behalf of the Foreign Bidder in USD/ Euro/ INR. In such a case, following conditions must be complied:



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- i. Bid Security, if issued in the form of a bank guarantee/e-BG shall clearly state that it is issued by the Indian Counter Part for & on behalf of the Foreign Bidder.
- ii. The bank guarantee/e-BG shall contain specific declaration from the Indian Counter Part that the Bank Guarantee/e-BG shall be liable for invocation in case of any default by the foreign bidder in terms of the bidding document.
- iii. The Indian Counter Part shall be duly authorised by the foreign bidder to issue the bank guarantee on their behalf, on the foreign bidder's letter head. This authorisation shall be appended with the bid security.

16.7 Deleted

16.7.1 Deleted.


16.8 Scanned copy of EMD shall be uploaded in designated place in the above mentioned Govt E-Tendering website. Swift message/Cheque/Cash shall not be acceptable. In case, bidder fails to upload scanned copy of EMD on Govt E-Tendering website by the bid due date & time, such bid shall not be considered for evaluation.

16.9 EMD/ Bid Security, in addition to uploading on the Govt E-Tendering website along with the bid, shall also be submitted in Original physical form preferably before the bid due date and time but not later than 7 (Seven) calendar days from bid due date and time. In case the EMD/ Bid Security in original physical form does not reach below mentioned address within the above cut-off date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid Security was earlier uploaded by the bidder on the E-Tendering website.

Refer IFB/NIT/BDS for address where the Original EMD/Bid Security to be submitted.

16.10 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 favour 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 in prescribed format (**FORM-N** of bidding forms):

- 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.
 - i. BPCL Location: Kharghar, Navi Mumbai
 - ii. Head Office: Ballard Estate
 - iii. UIC: BPCL583493800

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

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

16.11 Conditions regarding forfeiture of bid security

The bid security of a bidder shall be forfeited in any of the following situations:

- a) If the bidder submits alternative bids; or
- b) If the bidder suo moto modifies his bid; or
- c) Withdraws his bid during the period of bid validity; or
- d) In case, during evaluation of bid, it is found that any forged/fakedocument has been furnished.
- e) In the case of a successful bidder, if the bidder fails or refuses:
 - i. To accept the Purchase Order/signing of the Contract
 - ii. To furnish Contract Performance Bank Guarantee.
 - iii. To accept arithmetical corrections of its bid, as per the terms of the Bidding Document.

In case, any of the above events happens, the bidder shall be given a notice of 7 days to take necessary corrective action [except for SI No. a) & d) above] and in case corrective action is not taken, the bid security shall be encashed without any further notice.



17.0 PERIOD OF VALIDITY OF BIDS

- 17.1 Bids shall remain valid for the period specified in the BDS from the Bid Due Date or Extended Bid Due Date, whichever is later. A bid valid for a shorter period may be rejected by the BPCL as non-responsive.
- 17.2 Notwithstanding the above, the BPCL may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing.
- 17.3 In case period of bid validity is extended beyond **15 (fifteen) days**, validity of EMD/Bid Security to be extended accordingly such that, Bid Security remains valid for a period of **2 (two) months** beyond extended bid validity.
- 17.4 A bidder may refuse the request for extension of validity of the Bid, beyond the validity of Bid as per Bidding Document.
- 17.5 A bidder accepting the request for extension shall not be permitted to modify his bid because of the extension including change in prices, unless specifically invited to do so. **If a Bidder still deviates or changes prices, their bid shall be rejected.**

18.0 MULTIPLE / ALTERNATIVE BIDS

- 18.1 A bidder (i.e. the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
 - a) All bids submitted by such bidder (say 'A') as a single bidder, shall stand rejected and BID SECURITY/EMD, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.
 - b) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids. Wherever a bidder proposes a sub-contractor, consent/ MOU with the sub-contractor shall be enclosed.

Note: However, in case EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document

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itself which shall be common for all the bidders, the provision at (b) above shall not be applicable. It is further clarified that:

- a) A sub-Contractor can be common to more than one Bidder, provided the sub-Contractor themselves are is not a Bidder.
- b) Where an Enquiry has multiple Parts, the above condition shall be applicable individually for each Part, as if it is a separate Enquiry.

18.2 Alternative bids are not acceptable.

19.0 SIGNING OF BID

19.1 **The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorised to sign on behalf of the bidder.** The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories. **All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission.** Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

In case foreign bidder does not have digital signature issued by an Indian certifying authority, he can authorize his Indian representative to use the representative's digital signature to upload the bid on behalf of foreign bidder. In such a case, the authorization letter shall be submitted alongwith the bid.

All documents as submitted in the e-Procurement Portal using digital signature at any time during the Bidding process shall be deemed considered signed by the POA holder only, irrespective of POA holder's signature on all pages or not.

19.2 POWER OF ATTORNEY

19.2.1 Requirements for submitting the POA shall be as follows:

- i) **Company:** Bidder shall submit a specific Power of Attorney for the tender in the name of authorized person.

Alternatively, in case Bid signatory has General Power of Attorney or has the power as per their Board resolution, photocopy of the same duly certified by Chief Financial Officer(CFO)/Chief Executive Officer(CEO)/Company Secretary (CS)/Any Functional Director in the Board of Directors shall be acceptable.

In case, Bid is signed by CEO/CFO/CS/any member of board of Directors, no separate POA is required, provided the documentary evidence of their being CEO/CFO/CS/any member of board of Directors is reflected in the MOA/AOA/Financial Statements, else submitted separately in the Bid.

All Power of Attorney(ies) shall be issued by the Board or person(s) who has/have been authorised by the Board to issue such Power of Attorney(ies) or to sub-delegate the power vested in him/her to the appointed attorney. Bidder to submit copy of Board Resolution duly duly certified by Chief Financial Officer(CFO)/Chief Executive Officer(CEO)/Company Secretary (CS)/Any Functional Director in the Board of Directors in this respect.

- ii) **Partnership Firm:** In such case,

- Bid can be signed by all the partners of the Firm and in such case no separate POA is required.
- OR



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- Bid can be signed by any of the Partner(s) holding Power of Attorney as specified in the Partnership deed, OR
- Bid can be signed by an authorized person and shall submit a specific POA for the tender duly signed by all the Partners.
- Bidder shall submit the copy of Partnership Deed.

iii) **Limited Liability Partnership (LLP) Entity:** Bid shall be signed by the person holding Power of Attorney as per the registered LLP Agreement for the Firm, OR, has the power as per their Board resolution, OR, a specific POA for the tender duly signed by all the LLP Partners.

Bidder shall submit (i) a copy of LLP Agreement, and (ii) a copy of Certificate of Incorporation.

iv) **Proprietorship: Proprietor shall sign the Bid.**

Bidder shall also submit a copy of (i) PAN card and (ii) Bank Mandate Form, duly certified by the Bidder's Banker.

v) **Unincorporated Joint Venture/Consortium :**

Not Applicable

19.2.2 For Indian Bidder, POA shall be on non-judicial stamp paper of minimum value of INR 100/-and duly Notarized by a Notary Public in India.

19.2.3 For Foreign Bidders, POA shall be:

- on the Stamp Paper of appropriate value or engraving/embossing, in lieu of non-judicial stamp paper, as per applicable laws in Bidder's Country; or
- as per any other system prevailing in the bidder's country for the purpose of issuing POA.

19.2.4 Specific POA issued for the tender shall confirm that the authorized signatory have been authorized to do in the name and on behalf of the Company/Firm all or any of the acts, deeds or things necessary in connection with or incidental to the Bid submitted by the bidder for the subject Enquiry Document, including but not limited to the signing and submission of bid, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with EIL/BPCL or any person, in connection with the works, without any prejudice, limitations and exceptions till the completion of the bidding process.

19.3 Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the POA. BPCL may reject outright any Bid unsupported by adequate proof of the signatory's authority.

19.4 BPCL shall not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the Company made subsequent to submission of the Bid or after the award of the Contract. BPCL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.

19.5 The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be promptly communicated by the Bidder to the BPCL in writing well in time, failing which BPCL shall have no responsibility or liability for any action taken by BPCL on the strength of the said documents.



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20.0 E-TENDERING

- 20.1 Methodology for e-tendering and **Procedure for obtaining Digital Signature by Foreign Vendors/Bidder** shall be as per attached **Appendix-IV** to ITB. Bidders are requested to get acquainted with the E-Tendering Website and the formalities and load their Bid well within the time (extended time in case of extension of bid submission date) provided for bid submission to avoid last minute hassles.
- 20.2 However, in case foreign bidder does not have digital signature issued by an Indian certifying authority refer provisions of Clause No. 19.1 above.
- 20.3 Bidders in their own interest are requested to register on e-Tendering portal and upload/submit their bid well in time. Bidders should avoid the last hour rush to the website for **registration of User I.D. & Password, enabling of User I.D. and mapping of Digital Signature Serial Number**, etc. since this exercise require activities from EIL & the Service Provider and needs time. In the event of failure in bidder's connectivity with EIL/Service Provider during the last few hours prior to bid submission time, bidder is likely to miss the deadline for bid submission. EIL/Service Provider shall not be held responsible for such failure to submit the Bid. Any due date extension request due to aforesaid reason shall also not be entertained.
- 20.4 Bidders are requested to obtain/seek clarifications, if any from EIL and/or EIL's Authorised Service Provider, whose contact information is provided in the **Appendix-IV** to ITB.
- 20.5 EIL/BPCL shall not be responsible for any failure of Bidder to upload the bid for reasons other than any problem in e-tendering website.

21.0 ENROLMENT OF BIDDER TO CPP PORTAL

Refer Appendix-IV to ITB

22.0 SUBMISSION OF ORIGINAL DOCUMENTS (IN HARD COPY)

- 22.1 **The following documents shall be submitted in ORIGINAL, within the e- Bid due date and time of submission as mentioned in the above CPP Portal**, in a sealed envelope, with proper index and covering letter in bidder's letter head. The envelope shall be titled as per the documents enclosed with the Name of the Work, Bidding Document No., Name of the Project etc. along with the Bidder's name and address with contact no. etc. and shall be submitted to the address mentioned in BDS:
- Earnest Money Deposit/Bid Security[Refer NIT/IFB/BDS]
 - MOU in case of Engineering Sub-contractor (as per provisions of the Bidding Document), as applicable.
 - Affidavit regarding Indian Establishment (if applicable).[Refer BDS]
 - Any other document to be submitted in original as per Bidding Document.
- 22.2 The address for submission of original documents: **Refer BDS**.
- 22.3 Each envelope shall indicate name, address, contact details with email Id of the bidder to enable the bid to be returned unopened, if required.
- 22.4 If the envelope is not sealed and marked as above, the BPCL / EIL will assume no responsibility for the misplacement or premature opening of the bid.
- 22.5 Document submitted in physical form shall be the exact copy of the documents uploaded on the above GeM-CPP Portal.



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23.0 BIDDING DOCUMENTS AND DEVIATIONS

- 23.1 **The Detailed IFB along with Qualification Criteria/LIB, Non-Disclosure Agreement (NDA) and bidding document can be viewed/ downloaded from the above e-Tendering website.**
- 23.2 In case Non- Disclosure Agreement (NDA) is applicable for the subject tender [Refer BDS]. Bidder is required to execute the NDA before they can view/download technical part of the bidding document from the e-tendering website. **Bidder to note that submission of duly signed and stamped NDA strictly as per the format included in this Bidding Document without any deviation is mandatory, failing which Bidder(s) shall not be able to view/download technical part of Bidding Document.**
- 23.3 If BPCL/Licensor NDA requires separate NDA for engagement of Engineering Sub-contractor(s)/supplier(s) then the Bidder shall arrange submission of NDA (as per prescribed format of BPCL/Licensor) provided in **Appendix-XIV** of ITB along with an undertaking that no change has been made in the NDA format. Based on Licensor/BPCL advice, EIL shall inform the Bidder, thereafter Bidder is allowed to disclose the Technical Section of Bidding Document to the proposed Engineering Sub-contractor(s)/supplier(s).

24.0 DEADLINE FOR SUBMISSION OF BIDS

- 24.1 The e-bid must be submitted on or before the date and time of submission specified in the Letter Inviting Bid (LIB) / Invitation for Bids (IFB)/Notice Inviting Tender (NIT), as applicable.
- 24.2 Bid Security in accordance with ITB Clause No. **16.0**, in original, must be received by EIL at the address and no later than the final bid due date and time for submission of Bids.
- 24.3 EIL/BPCL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 9.0 of ITB, in which case all rights and obligations of EIL/BPCL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25.0 PRICES TO BE IN FIGURES

The bidder shall fill the Schedule of Lumpsum Prices in figures only in the Price Schedule forming part of the Bidding Documents. The tendered amount for the work shall be entered in the Price schedule and duly digitally signed by the bidder.

26.0 CORRECTIONS

Bidders are required to fill in the tender documents with due care so as to avoid any cuttings/corrections/alterations in the entries made in the tender papers.

27.0 LATE BIDS/ UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 27.1 No bid will be accepted after the deadline of submission of bid.
- 27.2 E-tendering system shall close immediately after the deadline for submission of bid.
- 27.3 Unsolicited bids or bids being submitted/ uploaded to address other than one specifically stipulated in the Bidding Document will not be considered for opening / evaluation / award.
- 27.4 **In the event the Bid Security in original, in accordance with Clause No.16.0 of ITB, is not submitted, the bids shall be declared late and shall not be considered for opening, notwithstanding the fact that the bid has been submitted in electronic form within the deadline.**



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28.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 28.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures.
- 28.2 There are two specific features in NIC- Central Public Procurement Portal (CPPP) viz, “Withdraw” and “Re-Submission”. Bidders should not use the feature “withdraw” unless they have decided to withdraw their bids. It is to be noted that once “withdraw” feature is used they will not be allowed to re-submit their bid against this Bidding Document. In case a Bidder desires to change his bid for any reason before bid due date, Bidder shall use “Re-Submission” feature.
- 28.3 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof. Such withdrawal shall be dealt as per provision of tender documents and prevailing policy(ies) of EIL/Owner.

29.0 OPENING OF UNPRICED BIDS

- 29.1 The Unpriced Bids shall be opened online through e-tendering portal, in the presence of Bidder’s representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder’s representative(s) who choose to attend and are present shall sign a register evidencing their attendance.
- 29.2 Deleted
- 29.3 In case of e-tendering, irrespective of presence of attending bidders or otherwise online opening of bid shall be deemed to be opening of bid in public.

30.0 CONFIDENTIALITY

- 30.1 A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. EIL shall respond to such requests within a reasonable time. However, such information relating to another bidder and/or related to the evaluation of bids and recommendation of contract award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 30.2 Any attempt by a bidder to influence EIL/BPCL in the evaluation of the bids or Contract award decisions shall render their Bid liable for rejection.
- 30.3 Notwithstanding **Clause No. 30.2** of ITB, from the time of bid opening to the time of Contract award, if a bidder wishes to contact EIL on any matter related to the bidding process, it shall done so in writing only. However, bidder shall strictly follow the communication protocol as prescribed in IFB/NIT/LIB.

31.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS

During the evaluation of bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

32.0 DETERMINATION OF RESPONSIVENESS

- 32.1 EIL’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in **Clause No. 11.0** of ITB.
- 32.2 Prior to the detailed evaluation, the Owner/EIL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purpose of this



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determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.

- 32.3 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the Bidding Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favor of stipulations of the Bidding document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non-responsive and rejected.
- 32.4 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 32.5 Deleted.
- 32.6 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, BPCL's rights or the bidder's obligations under the proposed Contract; or
 - (b) if rectified,
 - (i) would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

33.0 CLARIFICATION OF BIDS

- 33.1 A substantially responsive Bid is one that meets the requirement of bidding document without any deviation as more specifically defined in **clause 35.0 of ITB** below. It is expected that bidders will submit bids based on the terms and conditions and specifications contained in the Bidding Document and will not stipulate any deviations/clarification etc. Bidders shall confirm compliance to Bidding Document as per **FORM-E**. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed Proposal **FORM-F**. BPCL reserves the right to reject any bid containing unacceptable deviation(s) as non-responsive.
- 33.2 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, EIL / BPCL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. EIL's/BPCL's request for clarification and the response shall be in writing.
- 33.3 No change, including any unsolicited increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by EIL/ BPCL in writing.
- 33.4 Any unsolicited reduction in price offered by a bidder within the bid validity period by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for evaluation. However, such reduction in price shall be considered for ordering if such bidder happens to be recommended as per the originally quoted prices.



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33.5 In case of unsolicited price increase by any bidder subsequent to the bid due date and before price bid opening, and does not agree to withdraw the price increase, the bid of such bidder shall be rejected. In such case, EMD/Bid Security of such bidder(s) shall be forfeited and further punitive action as per company policy shall be taken against the Bidder(s).

In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the enquiry shall be re-floated.

Wherever, decision is taken to reject a bid, EMD, if submitted, by the Bidder, shall also be forfeited and appropriate action shall be taken against bidder as per company guidelines.

33.6 Any clarification submitted by a bidder that is not in response to a request by EIL/BPCL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.

33.7 If a bidder does not provide clarifications of its bid by the date and time set in EIL's/BPCL's request for clarification, BPCL/EIL reserves the right to evaluate the bid with available information which may result in rejection of their bid.

33.8 If desired by the EIL/BPCL, the Bidder shall be prepared to give presentation on salient features of his bid including but not limited to Project Execution Methodology.

33.9 Corrections in any errors/ omissions in rates or applicability in statutory taxes/duties applicable on goods & services which are required to be quoted extra as per provisions of bidding document shall not be considered as price implications and shall be permissible so far as such corrections are based on reply to clarification(s) raised on the bidder. However, wherever no clarification(s) is raised, the evaluation shall be carried out based on taxes and duties quoted by the Bidder.

34.0 TECHNO-COMMERCIAL EXAMINATION OF BIDS

34.1 Prior to price opening of bids, EIL will determine whether each bid is:

- (i) accompanied with required, Bid Security, Integrity pact, as applicable;
- (ii) Fulfils the requirements as specified in the Bidding Document;
- (iii) Considering any clarifications and/ or requirement pursuant to clause No. 33.0 of ITB .
- (iv) Bid's responsiveness, in accordance with Clause No.32.0 of ITB;
- (v) Any other relevant factor, if any that EIL / BPCL deems necessary or prudent to be taken into consideration.

34.2 EIL / BPCL reserve the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.

35.0 BID EVALUATION CRITERIA

35.1 Prior to detailed bid evaluation, BPCL will determine the substantial responsiveness of each bid with respect to the Bidding Documents as per Clause No. 32.0 of ITB. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by BPCL.

35.2 **The following provisions of the Bidding Document must be adhered to without deviations, failing which the bid shall be considered to be non-responsive and shall be rejected.**

- i. Bid Security/EMD, wherever applicable.
- ii. Arbitration clause
- iii. Defects liability period
- iv. Bid Validity
- v. Schedule of Prices
- vi. Time schedule
- vii. Price Reduction Schedule/Liquidated Damages for delay



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- viii. Payment Terms
- ix. Performance Security/Security Deposit/Performance Bank Guarantee
- x. Termination and Suspension
- xi. Force Majeure
- xii. Scope of Work/Scope of Supply
- xiii. Integrity Pact
- xiv. Confidentiality & Non-Disclosure Agreement.
- xv. Compliance to Procurement Domestic Value Addition in Iron & Steel Products, "Procurement from a Bidder from a Country sharing Land Border with India", Policy for Preference to Make In India (PPP-MII) etc (refer ITB/BDS for applicability) other compliance of Govt of India Policy as specified in bidding document.
- xvi. Contractor's Liability as per SCC.
- xvii. Evaluation and Comparison of prices.

36.0 COMPLETE SCOPE OF SUPPLIES/WORK

36.1 The complete scope of supplies and work/services has been defined in the Bidding Document. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.

36.2 Deleted

36.3 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work and shall require prior approval by BPCL/EIL.

Following the notification of Acceptance of Bid, the CONTRACTOR will submit to the BPCL for approval the details of Sub-Contractors in line with requirement of SCC.

36.4 If a proposed sub-contractor has been approved by the EIL/BPCL, the CONTRACTOR shall not replace such approved sub-contractor with another sub-contractor without obtaining the EIL/BPCL's prior approval for the proposed replacement.

36.5 The Bidder shall along with the bid furnish its Project Execution Plan as per the requirement specified in the Technical section, which shall be evaluated for technical acceptability of the Bids.

36.6 Bidder to refer Technical Section of Bidding Document for the construction activities which shall be performed by the CONTRACTOR directly and shall not be sub-contracted.

37.0 OPENING OF PRICE BID



Priced Bid of only those bidders whose bids are determined to be qualified and technically and commercially acceptable by EIL / BPCL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

38.0 EVALUATION AND COMPARISON OF PRICES

38.1 EIL shall compare the price bids based on the award methodology and loading criteria, if any, provided in **NIT/IFB/BDS** to determine the lowest evaluated bid.

38.2 Evaluation shall be on Equivalent INR. For evaluation purposes, the bid price quoted in foreign currency(ies) shall be converted to equivalent Indian Rupees by converting the Foreign Currency into Indian Rupees as per conversion rate published by RBI reference rate as on the date of price bid opening. If RBI reference rate is not available for the date of Price Bid opening, the latest available rates of RBI shall be considered for Price Bid Evaluation.

In the absence of RBI reference rate, SBI TT Sell (Telegraphic Transfer) reference rate on the date of price bid opening or the latest available will be considered. In absence of RBI reference rate, SBI TT

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reference rate, the conversion Rate shall be taken from the Internet such as:

<https://www.xe.com/currencyconverter>
<https://www.oanda.com/currency/converter>
<https://economictimes.indiatimes.com/markets/forex/currency-converter>

38.3 Unsolicited / Suo moto price change: Refer ITB Clause No. **33.4 & 33.5.**

38.4 Tie Among Lowest Evaluated Prices

In an extreme situation, when there is a 'TIE' based on the evaluated price(after loadings, if any), recourse shall be taken on the basis of Bidder's average annual turnover during the last 3 years as on BDD. For this purpose, average annual turnover of the bidders having tie, shall be tabulated for the past 3 years and average annual turnover in any of the last 3 years shall be determined for each bidder. The Bidder whose average turnover is highest shall be the recommended Bidder.

39.0 BPCL'S RIGHT TO ACCEPT/ REJECT

The BPCL also reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of BPCL's action.

40.0 AWARD CRITERIA AND NOTIFICATION OF AWARD

40.1 Subject to Clause **39.0** of ITB, the BPCL shall award single Contract to the Bidder whose bid has been determined to be the lowest evaluated bid in line with clause **38.0** of ITB. However, if in the opinion of BPCL/EIL, the total price or price of certain item quoted by the recommended bidder are considered high, BPCL/EIL may invite such bidder for price negotiation. Recommended bidder shall attend such negotiation meetings and if requested by BPCL/EIL shall provide the analysis of prices/break-up of amount quoted by him for any or all items of Schedule of Prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.

40.2 Prior to the expiration of the period of bid validity, the BPCL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Special Conditions of Contract called the "**Letter of Award (LOA)/ Fax of Acceptance (FOA)**") shall specify the sum that the BPCL will pay the Contractor in consideration of the execution and completion of the Works.

40.3 A Letter of Award is an acceptance of offer by the BPCL and it need not be accepted by the contractor. But the contractor should acknowledge a receipt of the Purchase Order /Letter of Acceptance within **15 days** of mailing of Purchase Order/ Letter of Acceptance and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the BPCL by forfeiting earnest money deposit/bid bond.

40.4 Deleted

40.5 Deleted

41.0 CONTRACT AGREEMENT

41.1 Contract documents for agreement shall be prepared after the notification of Award.

41.2 Until a formal contract is prepared and executed, the notification of award along with this Bidding Document together with the annexed documents, modifications, deletions agreed upon shall constitute a binding contract between the successful bidder and the BPCL.

41.3 The Contract document thus shall consist of the following:



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- a) Contract Agreement
- b) The Detailed Letter of Acceptance and accepted schedule of prices.
- c) Letter of Acceptance.
- d) Agreed Variations/ Deviations.(if applicable)
- e) Non-disclosure Agreement (as applicable)
- f) Integrity Pact Agreement (as applicable)
- g) Engineering sub-contractor MOU/agreement (if applicable)
- h) Original Bidding Documents issued with its enclosures including General Conditions of Contract, Special Conditions of Contract, drawings etc.
- i) Amendment(s) to Bidding Document issued, if any.

42.0 SIGNING OF CONTRACT

The CONTRACTOR shall execute a formal Contract with the BPCL in the FORM OF CONTRACT (enclosed as annexure to SCC) forming part of the Bidding Document **within one month** from the date of issue of Letter of Acceptance non-judicial, on stamp paper and of appropriate value from the State of Madhya Pradesh. The cost of non-judicial stamp paper shall be borne by the CONTRACTOR.

Note: The Contract/ Contract Document / Contract Agreement wherever referred in this ITB are synonymous.

43.0 CONTRACT/ CONTRACT DOCUMENT/ CONTRACT AGREEMENT

The Contract Agreement to be physically signed by both the parties forming a binding contract between the parties.

44.0 INFORMATION TO BE FURNISHED BY FOREIGN CONTRACTORS

It is mandatory for the Foreign CONTRACTOR to furnish the information regarding DTAA & other information as specified in Clauses/Annexure(s) related to Taxes & Duties of SCC.

45.0 FRAUDULENT PRACTICES

- 45.1 The BPCL requires that Bidders observe the highest standard of ethics during the award/ execution of Contract."Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the BPCL, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BPCL of the benefits of free and open competition.
- 45.2 The BPCL will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- 45.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their Bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 45.4 In case, the information/ document furnished by the Bidder / Contractor forming basis of evaluation of his Bid is found to be false / forged after the award of the contract, BPCL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to BPCL under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.
- 45.5 In case, this issue of submission of false documents comes to the notice after execution of work, BPCL



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shall have full right to forfeit any amount due to the Bidder / Contractor along with forfeiture of CPBG / Security Deposit furnished by the bidder / Contractor.

45.6 Further, such bidder / contractor shall be put on Suspension /Banning /Blacklist/ Holiday/ Negative List of BPCL/EIL debarring them from future business with BPCL and/or EIL for a time period, as per the prevailing policy of BPCL / EIL.

45.7 In case any bidder is found to be involved in cartel formation/ bid-rigging / collusive bidding, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future in EIL/BPCL., as per the prevailing policy of BPCL / EIL.

46.0 PROJECT SPECIFIC ACCOUNT

For the benefit of the Project, the CONTRACTOR shall maintain Project Specific Bank Accounts, with a bank approved by the BPCL to ensure that finances released by the BPCL, line of credit received from the lenders to meet working capital requirements and all revenues & other receipts arising from the CONTRACT and under any agreements are deposited into such Account(s). Withdrawals and appropriations during the Contract Period, at any relevant time, from such Account(s) shall be made only for the purpose of Project/Project Facilities and Services.

47.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

47.1 There will be no Purchase Preference to Micro and Small Enterprises/ bidder as per Public Procurement Policy for MSEs in this tender.

47.2 For facilitating promotion and development of micro and small enterprises, EIL/ BPCL is committed to promote the procurement of supplies/ services from MSEs in Orders/ contracts awarded by EIL/ BPCL. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub-contractors to the extent possible under the Orders/ Contracts awarded on them by EIL/ BPCL. After award of work, supplier/ contractor shall furnish statement along with copies of orders/ FOAs placed by them on their sub-suppliers/ sub-contractors who are MSEs, to EIL Project Manager/ RCM, as applicable.

48.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY (INDIAN) MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP) [FOR APPLICABILITY REFER BDS]

48.1 Refer Appendix VII for Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI&SP Policy).

48.2 A confirmation w.r.t compliance of this DMI&SP Policy shall be submitted by the bidder.

48.3 Bidder shall furnish self-certification as per format enclosed with the policy else bid of such bidder shall be rejected. As per the DMI&SP policy, affidavit is required to be issued by the manufacturer. Accordingly, bidder shall furnish self-certification as per the format enclosed with the policy else bid of such bidder shall be rejected. However, incase bidders are not able to furnish this affidavit from Indian manufacturers at bidding stages, bidders may submit affidavit after placement of order. However, an undertaking to submit affidavit shall be submitted by the bidder along with the bid.

49.0 POLICY OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII), [FOR APPLICABILITY REFER BDS]

Refer Appendix-VIII for provision regarding policy of Public Procurement (Preference to Make in India), PPP-MII, Order 2017.

50.0 Policy for Purchase Preference to Domestically Manufactured Electronic and Telecom Products:

- I. MEITY on the preference to domestically manufactured Electronic Products have issued the following notifications (copies available on website <https://meity.gov.in/esdm/ppo>):



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- a. Notification no. 33(1)/2017-IPHW dated 26.10.2017 on purchase preference in domestically manufactured Electronic Products
- b. Notification no. 1(10)2017-CLES dated 02.07.2018 on purchase preference in domestically manufactured / produced Cyber Security Products
- c. Notification no. 33(5)/20174-IPHW dated 14.08.2018 on purchase preference in Cellular mobiles Phones

List & Definition of the Products, percentage of Procurement for which preference to domestically manufactured products is to be provided, percentage of local content or domestic value addition in terms of Bill of Material (BOM) required for the products to qualify as domestically manufactured and Criteria for BOM to be classified as domestic for each of the notified Electronic Products are defined in above notifications.

Refer **Appendix-VIII(b)** to ITB for details.

- II. Ministry of Communications (Department of Telecommunications) on the preference to domestically manufactured Telecom Products have issued Notifications no. 18-10/2017-IP dated 29.08.2018 issued by Ministry of Communications (Department of Telecommunications) (copy available on website <https://dot.gov.in/dot-pmapmi-policy>).

List & definitions of Telecom products, services & works, Percentage of Procurement for which preference to domestically manufactured Telecom Products is to be provided and Percentage of local content in terms of Bill of Material (BOM) required for the products to qualify as domestically manufactured Telecom Products and conditions for inputs to be qualified as Local Content & Maximum ceiling for Design as local content out of the total Local content are defined in above notification.

Refer **Appendix-VIII(c)** to ITB for details.

51.0 PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA

- 51.1 Provisions regarding Procurement from a Bidder from a Country sharing Land Border with India shall be as per enclosed **Appendix XIII to ITB**.
- 51.2 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.
- 51.3 Bidders shall submit a certificate of compliance in the Form-IA/IB/II(as applicable) enclosed with the **Appendix XIII to ITB**. This certificate shall be on the company's letter head and shall be duly signed & stamped by the authorized signatory of the bidder.

52.0 PERFORMANCE BANK GUARANTEE/ PERFORMANCE SECURITY DEPOSIT

The Contractor shall furnish the Performance Bank Guarantee for the required value, period and in the proforma, in line with provisions of SCC/GCC.

53.0 WAIVER OR TRANSFER OF THE AGREEMENT

The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Purchaser.

54.0 DOCUMENTS REQUIRED FROM MSE BIDDER

- 54.1 Public Procurement Policy (PPP), 2012 preference to Micro & Small Enterprises shall not be applicable, the subject tender being a Works Contract.

55.0 REGISTRATION ON BPCL VENDOR PORTAL

Refer **Appendix-XVIII to ITB** for procedure regarding vendor registration on BPCL Portal.



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56.0 REGISTRATION BY FOREIGN BIDDER

FOREIGN BIDDERS shall submit an undertaking (signed by its authorized signatory) with their bid that if selected to undertake the Project, the FOREIGN BIDDER shall obtain all permits/registrations from Competent Authority in India for performance of the Contract and shall comply with provisions of the Contract in this regard.

APPENDIX – I TO ITB COMMERCIAL QUESTIONNAIRE

COMMERCIAL QUESTIONNAIRE

NAME OF WORK : _____

BIDDING DOCUMENT. : _____

SL. NO.	EIL's QUERRY	BIDDER's REPLY/ CONFIRMATION
1)	Please confirm that Master Index Document along with Amendment, if any, duly signed and stamped on each page has been submitted along with the Bid.	Submitted
2)	Confirm that all pages of the Bid have been numbered in sequential manner.	Confirmed
3)	Confirm that Bid has been submitted in as per Instructions to Bidders.	Confirmed
4)	Confirm that you have studied complete Bidding Document including Technical and Commercial Part and amendment(s)/addendum(s) , if any and your Bid is in accordance with the requirements of the Bidding Document.	Confirmed
5)	Schedule of Price (SOP)	
a.	Confirmed that Bidder has quoted their prices/rates as per instructions in Preamble to SOP, ITB and other related provisions of bidding document.	Confirmed
b.	In case SOP format has been revised through amendment(s), Bidder confirms that Bidder has submitted / uploaded Price in latest revision of SOP.	Confirmed (if applicable)
c.	Confirm that the format is not altered by the bidder, except filling the prices. Currency and information sought.	Confirmed
d.	Confirm that price has been quoted for all items of SOP.	Confirmed
e.	Confirm currency(ies) of bid as indicated in SOP	Confirmed
f.	Confirm that the price part does not include any stipulation, deviation, terms & conditions, presumption, basis etc. In case any stipulation, deviation, terms & conditions, presumption, basis etc. is mentioned in the price part, the same shall be treated as null and void.	Confirmed
g.	In case of Consortium bid price break up details of each member has been provided in Price bid.	Confirmed
6)	Confirm your compliance to total scope of work mentioned in the Bidding Document.	Confirmed
7)	Confirm your acceptance for 'SCOPE OF SUPPLY' mentioned in the Bidding Document. Please note that scope of supply mentioned in the Bidding Document is not limitative and except for the material (if any) specifically identified as that to be issued by OWNER, CONTRACTOR's scope shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding Document or not.	Confirmed
8)	Confirm your acceptance for Time Schedule as mentioned in Annexure to Special Conditions of Contract.	Confirmed
9)	Confirm your acceptance for critical stipulations of the Bidding Document as per clause no. 32.0 & 35.0 of Instruction to Bidders.	Confirmed
10)	Confirm that your Bid is substantially responsive to the requirements of the Bidding Document, and you have not stipulated any material deviation and submitted all details as specified in the Bidding Document.	Confirmed

SL. NO.	EIL's QUERRY	BIDDER's REPLY/ CONFIRMATION
11)	a. Confirm that clarifications/ deviations, if any, are mentioned in Exception and Deviation format provided with the Bidding Document (Bidding Forms F). b. In case, bid has been invited on "Zero Deviation" or "NIL" deviation bidding basis any deviations to terms & conditions of bidding document shall lead to rejection of your offer. c. Confirm that clarifications/ deviations stipulated elsewhere in the Bid shall not be taken into cognizance and is deemed withdrawn by the Bidder.	a. Confirmed b. Noted c. Confirmed
12)	Confirm that while proposing the list of construction equipment, you have considered the following equipment (as applicable): <ul style="list-style-type: none"> - Cranes of adequate capacity - Induction Pipe Bending Machine - DG Sets - Compressors - Spray Painting Machines - Test pumps - Adequate nos. of Welding Machines - All relevant civil construction eqpt. - All Electrical eqpt. - All Instrumentation eqpt. - Batching plant - Any other equipment required for execution of work. - Any other equipment specified in the Bidding Document. 	Confirmed
13)	Confirm that you have proposed adequate project/site organisation with supervisory personnel having qualification and experience as per provision specified in SCC/Technical Section of bidding document.	Confirmed
14)	Confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of Work are included in the Lumpsum Price.	Confirmed
15)	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during execution shall be adhered by CONTRACTOR within Lumpsum Price.	Confirmed
16)	Confirm that the following safety precautions shall be followed by CONTRACTOR as mandatory: <ul style="list-style-type: none"> - Use of safety goggles while grinding - Use of helmet/ safety shoes - Crane movement area to be barricaded - Cylinders of flammable gases to be stacked upright - Earthing of equipment to be made proper - Toe boards to be provided in scaffolding platforms 	Confirmed

SL. NO.	EIL's QUERRY	BIDDER's REPLY/ CONFIRMATION
	<ul style="list-style-type: none"> - Excavations to be properly shored/ slopped - Safety net for construction. - Any other safety precautions required for execution of work. - Any other safety precautions specified in the Bidding Document. 	
17)	<p>Confirm the following: - "The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc; submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher. Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front. Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all Work as per OWNER's construction and priority schedule and in accordance with the available Work front are to be included in the pricing". Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by OWNER/PMC during pre-award stage/ post award stage.</p>	Confirmed
18)	<p>Please furnish the bio data of key personnel including nominated Project Director Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer, etc. These will be reviewed and approved by Engineer-in-charge.</p>	Confirmed
19)	<p>Please confirm that your Lumpsum Price includes cost towards third party inspection if any as per provisions of .</p>	Confirmed
20)	<p>Please note that the scope of this Bidding Document is on Lumpsum Turnkey (LSTK) basis, as detailed in the Bidding Document. The scope of work mentioned under various sections shall not be considered as limitative and CONTRACTOR's scope shall include completion of any activities of work not mentioned in the bid package but required to complete the Work in all respects and making it functional.</p>	Confirmed
21)	<p>Please confirm that the CONTRACTOR shall supply all chemicals, consumables, first fill of catalyst, adsorbents, absorbents required for pre-commissioning/ Commissioning/ PGTR as per provision of Bidding Document.</p>	Confirmed
22)	<p>The safety measures as mentioned in GCC/SCC shall not be considered as limitative. The CONTRACTOR will be required to develop their stringent safety measures and submit the same to Engineer-in-charge with the provision of a dedicated safety group closely monitoring the construction activities in all working shifts.</p>	Confirmed
23)	<p>Please confirm that your sub-contractor for construction shall be meeting the requirements as specified in SCC & GCC. Also, that the agency for executing Electrical work shall have a valid licence for carrying out the Work in the state of Madhya Pradesh.</p>	Confirmed
24)	<p>Confirm that your bid is valid for period specified in BDS</p>	Confirmed
25)	<p>Confirm that you have uploaded the Bid on e-tender portal as per the instructions given in ITB.</p>	Confirmed

SL. NO.	EIL's QUERRY	BIDDER's REPLY/ CONFIRMATION
26)	i) Confirm that the Power of Attorney holder is the e-bid signatory having valid digital signature certificate	Confirmed
	ii) Indicate the name(s) of POA holder(s)	Confirmed
	iii) Confirm that the validity of POA is at least till the validity of Bid.	Confirmed
27)	Confirm type of bid	Sole Bid
28)	Confirm that your offer complies with the policy for providing preference to Domestically (Indian) Manufactured Iron & Steel Products in Government Procurement (DMI&SP) and the minimum prescribed domestic value addition as per Appendix A of this Policy dated 29.05.2019	Confirmed
29)	Confirm that your offer complies with the Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 issued by DPIIT dated 19.07.2024 is enclosed as Appendix-VIII of ITB	Confirmed
30)	MSE Bidders to confirm following: They are Micro or Small Enterprises (as the case may be), as on the bid due date, as per the guidelines for re-classification of micro, small and medium enterprises notified by Ministry of MSME vide Gazette Notification No. 2119(E) dated 26.06.2020	

(STAMP AND SIGNATURE OF BIDDER)

APPENDIX -II TO ITB

CONTENTS OF BID

AND

CHECK LIST

(COMMERCIAL)

CONTENTS OF BID AND CHECK LIST

NAME OF WORK : _____
BIDDING DOCUMENT : _____

Bidder is requested to fill this check list and ensure that all details/documents have been furnished under relevant sections as called for in the Bidding Document along with duly filled in, signed & stamped.

This checklist is for guidance purpose. It shall be bidder’s responsibility to submit all complete documents as per the requirements of Bidding Document.

Please tick the box and ensure compliance:

PART-I: EARNEST MONEY DEPOSIT /BID SECURITY			
I	Bank Guarantee/Insurance Surety Bond as per format attached in GCC/SCC other provisions per Bidding document towards EMD/Bid Security	<input type="checkbox"/>	Submitted
PART-II: TECHNO-COMMERCIAL/UNPRICED BID			
(A) UNDER SECTION-I			
(A.1)	Letter of submission & Synopsis of the Proposal.	<input type="checkbox"/>	Submitted
(A.2)	Check-List dully filled	<input type="checkbox"/>	Submitted
(A.3)	Power of Attorney in favour of the person(s) who has signed the bid.	<input type="checkbox"/>	Submitted
(A.4)	Integrity Pact Agreement including its Covering Letter duly signed and stamped on each page [Appendix-III to ITB] In case of Consortium each member of Consortium shall separately submit duly signed and stamped (on each page) Integrity Pact Agreement.	<input type="checkbox"/>	Submitted
(A.6)	Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products to be provided as per enclosed elsewhere in bidding document [Form-I/Form-2 of Appendix-VII to ITB]	<input type="checkbox"/>	Submitted
(A.7)	Declaration of Local content: Bidder to submit ‘Declaration of Local content” duly signed and stamped by the Bidder/certified Statutory Auditor as per the instructions provided therein. [Form-2/Form-2A of Appendix-VIII to ITB]	<input type="checkbox"/>	Submitted
(B) UNDER SECTION-II			
(B.1)	Similar Past Experience as per format as per Annexure to IFB/NIT	<input type="checkbox"/>	Submitted
(B.2)	Experience details for this EPCC/LSTK package Annexure to IFB/NIT along with supporting documents as per IFB/NIT.	<input type="checkbox"/>	Submitted
(B.4)	Parent Company: State legal name and country of residence of direct parent company and the ultimate holding company, if any.	<input type="checkbox"/>	Submitted

(B.5)	Change of Ownership: Has there been any major change of Ownership of the establishment over the past five (5) years. If so, kindly provide details and if not, please affirm by "NONE".	<input type="checkbox"/>	Submitted
(B.6)	Affiliates / Associates / Subsidiary Companies: Provide details in the form of a graphic representation to clearly identify each of the CONTRACTOR's Affiliates / Associates / Subsidiary Companies and their interrelation to one another	<input type="checkbox"/>	Submitted
(B.7)	Scanned copy of authenticated documents required for meeting the BQC requirements as per Invitation For Bid.	<input type="checkbox"/>	Submitted
(B.8)	Undertaking (Conflict of Interest) as per Appendix to IFB	<input type="checkbox"/>	Submitted
(B.9)	Self-Certification (regarding document Authentication) as per Appendix to IFB	<input type="checkbox"/>	Submitted
(B.10)	Affidavit regarding Indian Establishment (if applicable) as per APPENDIX-IX to ITB	<input type="checkbox"/>	Submitted
(B.11)	Documentary evidence of valid registration with competent authority and undertaking (Form IA/IB/II) required under ITB clause no. 51.0 , regarding "Procurement from a Bidder from a Country sharing Land Border with India" [Form-IA, IB, II of Appendix-XIII to ITB]	<input type="checkbox"/>	Submitted
(C) UNDER SECTION-III			
(C.1)	Form-O: Annual Turnover, Net Worth	<input type="checkbox"/>	Submitted
(C.2)	Complete audited balance sheets and profit and loss account along with Auditor's Report including all Schedules for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria	<input type="checkbox"/>	Submitted
(D) UNDER SECTION-IV			
(D.1)	One copy of the Table of Contents (also referred to as Master Index) of the Bidding Document duly signed and stamped on each page	<input type="checkbox"/>	Submitted
(D.2)	Reply to Commercial Questionnaire (Appendix-I to ITB)	<input type="checkbox"/>	Submitted
(D.3)	Unpriced copy of Schedule of Prices duly stamped & signed on each page mentioning Quoted/Not Quoted (as applicable)	<input type="checkbox"/>	Submitted
(D.4)	GST Registration certificate in Madhya Pradesh or Undertaking in line with SCC provision.	<input type="checkbox"/>	Submitted
(E) UNDER SECTION-V			
(E.1)	FORM-A : Form of Bid as per Proposal	<input type="checkbox"/>	Submitted
(E.2)	FORM-B(I) & B(II) : Information about the Bidder & following enclosures (Annexure to be submitted separately for each member of consortium, in case of bids on consortium basis) :		

	a) Contractor's Organization Chart from the upper hierarchy level to Managers level. Indicate Group or Division who will be responsible for execution of the EPC work and its management team.	<input type="checkbox"/>	Submitted
	b) History & structure of the organisations with names of directors & chief executives.	<input type="checkbox"/>	Submitted
	c) Copy of Article of Association & Memorandum of Association of the Company and Board Resolution mentioning Chairman/ Chief Executive Officer / Managing Director of the Company.	<input type="checkbox"/>	Submitted
	Note: To be submitted for each member of consortium, in case of bids on consortium basis	<input type="checkbox"/>	Submitted
(E.3)	FORM-C: Declaration duly signed & stamped by the bidder	<input type="checkbox"/>	Submitted
(E.4)	FORM-D(II) & FORM-D(III): TRC & Form-10F (Applicable for Foreign Bidders)	<input type="checkbox"/>	Submitted
(E.5)	FORM-E : Compliance of Bid Requirement	<input type="checkbox"/>	Submitted
(E.6)	FORM-G : Undertaking for non-engagement of child labour	<input type="checkbox"/>	Submitted
(E.7)	FORM-I: Declaration with regard to non-involvement of Indian Agents.	<input type="checkbox"/>	Submitted
(E.8)	FORM-P : Self-Declaration	<input type="checkbox"/>	Submitted
(E.8)	FORM-Q : Declaration of Black Listing /Holiday Listing	<input type="checkbox"/>	Submitted
(E.9)	FORM-R : Declaration Confirming Knowledge About Work Site Visit And Surrounding Conditions	<input type="checkbox"/>	Submitted
(F) UNDER SECTION-VI			
(F.1)	Methodology of Execution as per Proposal FORM-J. Bidders' proposed execution philosophy	<input type="checkbox"/>	Submitted
(F.2)	Details of proposed Organization for Home and Site Office FORM-K	<input type="checkbox"/>	Submitted
(F.3)	Deployment Schedule of construction equipment, tools & tackles proposed for execution of work FORM-L	<input type="checkbox"/>	Submitted
(F.4)	Deployment Schedule of Supervisory personnel, as per FORM-M	<input type="checkbox"/>	Submitted
(F.5)	Project Schedule in the form of Bar Chart	<input type="checkbox"/>	Submitted
(F.6)	Quality Assurance: A brief description of the bidder's QA system and a statement detailing how QA will be implemented for the Project.	<input type="checkbox"/>	Submitted

(F.7)	FEED endorsement: CERTIFICATE OF ENDORSEMENT OF FEED DOCUMENTS as per Annexure to SCC, if applicable.	<input type="checkbox"/>	Submitted
(G) UNDER SECTION-VII			
(G.1)	Technical Details/ documents specified under “ Technical Information Required along with Bid”	<input type="checkbox"/>	Submitted
(G.2)	Reply to Technical Questionnaire in Technical Sections	<input type="checkbox"/>	Submitted
(I) UNDER SECTION-VIII			
(I.1)	Schedule of Exceptions and deviations (if any) to the Commercial and Technical bid documents as per proposal FORM-F	<input type="checkbox"/>	Submitted
(J) UNDER SECTION-IX			
(J.1)	Any other information required in the Bidding Documents or considered relevant by the Bidder	<input type="checkbox"/>	Submitted
PART-III (PRICE BID)			
(K.1)	Price bid uploaded by the bidder on designated e-tendering folder in the e-tendering website as per ITB	<input type="checkbox"/>	Submitted

(STAMP & SIGNATURE OF BIDDER)

APPENDIX-III TO ITB

INTEGRITY PACT

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) Bina Refinery hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for supply of.....

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders, Contractor/s and Supplier/s.

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

Section 1 -Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the



business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e) The Bidder/Supplier/Contractor shall make sure that the terms of this Integrity pact are also adopted by its Sub-Contractors / Sub-Sub Contractors, etc., if any and submit such adoption confirmation proof to the principal.

- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 -Disqualification from tender process and exclusion from future —contracts

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


- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 -Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous Transgression

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



- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

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

Section 8 -Independent External Monitors

- (1) The CVC has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.



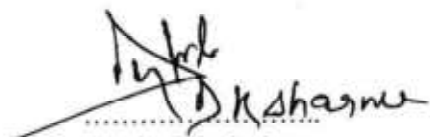
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the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

Section 9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 -Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any Bidder/Supplier/Contractor entering into Integrity Pact, aggrieved by any decision/action of the Principal, shall approach the IEM(s) and await their decision before pursuing any other remedy available to him in law.



 For the Principal

.....
 For the Bidder/Contractor

Place: Lina, MF

Witness-1:
 (Signature, Name & Address)

Date: 28th Oct 2023

Witness-2:
 (Signature, Name & Address)

E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <https://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (<http://tenders.eil.co.in>) . These details would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) To avoid Network congestion, Bidder is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, bidder may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space (“My Documents”) provided to the bidder as per s.no 5 below.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. **Bid documents may be scanned with 75 dpi with black and white option. However, Price Schedule / SOR shall be strictly in XLS format without altering any contents of the formats uploaded by EIL in their Bidding Document.**
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in due date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other

details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.

WITHDRAWAL OF BID

It may please be noted that bidders now have an additional feature of withdrawing their bids before due date and time. After submitting the bid on the CPP Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won't be able to submit his bid again for that particular tender.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232 and Mobile Nos +91-7878007972, +91-7878007973.

Procedure for obtaining Digital Signature by Foreign Vendors

This document gives the procedure to be followed by bidders who are resident of countries other than India for participating in Online Tendering Activity.

As per the IT ACT 2000, all bidders who participate in the online bidding process in this site should possess a valid Digital Signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>). The following document gives the procedure that is generally followed by various vendors.

Generally, the documents that are required to be submitted by Foreign Nationals are as follows:

1. Identity Proof (ID Proof) of the person in whose name DSC has to be issued (E.g. Passport copy)
2. Bank account statement in country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.
3. Copy of the Trade license attested by any one of the authorities as specified in Point 2 above.
4. As the Individual is representing the company, an Authorization on company's letter head as given in the form
5. Copy of the Authorization letter or invitation letter from department for the participation in the tender by any one of the tender inviting authority.

As of now, it is learnt that GNFC, TCS, eMudhra issue DSCs with the above procedure. The copy of the nCodes, TCS and eMudhra Format is enclosed as Annexure; the Copies of other vendors will be made available on receipt of information from these vendors.

Note: The Information given by the vendors is attached for facilitating the Foreign Nationals to procure DSCs from the Indian CA authorized vendors for information purpose only as shared by the respective CA's.

Please find below the details of various vendors and procedure for obtaining DSC:

- ❖ GNFC
- ❖ Tata Consultancy Services
- ❖ eMudhra



Customer Identification Number: _____ (For Office Use Only)

Instructions:

1. This Form is divided into 2 parts: Form A and Form B.
2. Form A contains details of certificate applicant and needs to be filled up each time.
3. Form B contains organizational details and needs to be filled up only once for an Enterprise / Organization.
4. Please fill the form in BLOCK LETTERS in English only.
5. (n)Pro refers Class 3 Organization and will bear Object Identification as 2.16.355.100.2.3.
6. As per New Inter-portability Guidelines ver. 2.1, all the DSCs issued from 4th April 2011 to 31st Dec 2011 will carry the validity of ONE year
7. Separate DSC for Signing & Encryption will be issued

FORM A

Affix recent
Passport Size
Photograph of the
applicant

(Sign across photo)

TYPE OF DIGITAL CERTIFICATE:

1. Class IIb: 2. Class IIIb: 3. Class IIIc: Validity: 1Year: 2Years:

NAME OF THE APPLICANT (As required in the DIGITAL CERTIFICATE)

(Please ensure that the name as it appears in the Identity Proof matches with the name mentioned below)

Surname	First Name	Initials
---------	------------	----------

Office Address: _____

Town / City / District: _____

State / Union Territory: _____

Pin Code: _____ **Department:** _____

Contact No.: **STD Code:** _____ **Ph:** _____ **Fax:** _____

Mobile Phone No.: _____

Date of Birth: DD: _____ MMM: _____ YYY: _____

E-Mail Address: _____

Identity Details: No. _____
 (Please Tick & Fill Any One) Passport

FORM B

Organizational Details to be Filled up only Once for an Organization (Please disregard if already submitted)

Company Name: _____

Corporate / Register Company Address: _____

Town / City / District: _____

State / Union Territory: _____

Pin Code: _____

Contact No.: **STD Code:** _____ **Ph:** _____ **Fax:** _____

Corporate Website (URL): _____

Income Tax Pan No.: _____

Bank Details: _____
Bank Name: _____
Bank A/C No: _____

I hereby agree that I have read and understood (n)Code Solutions CA OPS and the subscriber agreement and promise to abide the same. I acknowledge that informations provided in Form A & Form B are correct to my knowledge.

Place: _____
Date: _____

Signature Of Applicant

[Name: _____]



Customer Identification Number: _____ (For Office Use Only)

Documents Required and Submitted by the Applicant (POR : Proof of rights documents)

Documents required only once for an Organization / Enterprise for all classes of certificates: IIb, IIIb, IIIc

Certified true copy (from Company Secretary / Director / Partner / Proprietor of the organization:

- > Valid business license document
- > Authorization Letter in favor of the certificate applicant from the applicant organization (as per the format attached herewith, on the Company's Letterhead Only)

Documents to be Attested by Indian Embassy/High Commission / Consulate / Apostille in the country where applicant is located:

- > Latest photograph of the applicant on the form
- > Passport Copy
- > Bank account statement in country of residence

PHYSICAL PRESENCE IS REQUIRED FOR CLASS IIIb CERTIFICATE APPLICANT

For further details contact (+91 33 2637 4024 / +91 33 2640 4086)

Or, can be deposited directly in any of the HDFC Bank's Branch,

H R Infracon Limited, ArC No.: 02082320001689

G T Road Branch, Howrah, IFSC - HDFC0000208

Bank Swift Code No.: HDFCINBB

Visit Us : www.hrinfracon.com E-Mail : hrinfracon@gmail.com Phone No. : (+91 33 - 2640 4086 / 2637 4061)

Note :

¹ Applicants for Class IIIb & Class IIIc certificates shall present themselves at the LRA location where the registration form for Digital Certificate was sent, for verification of physical presence.

² Please refer to the CPB for more information.

Signature Verification (Authorization) Letter
(This Authorization Letter is required on the Organization's letterhead)

To,
(n) Code Solutions,
A Division of Gujarat Narmada Valley Fertilizers Company Limited.

This is to certify that Mr. / Ms. _____ (Certificate applicant) has provided correct information in the Application form for issue of Digital Certificate to the best of my knowledge and belief and is working with _____ (organization name). He / She is hereby authorized to obtain a Class IIb, IIIb & IIIc Digital Certificate issued by (n)Code Solutions CA.

Details of Authorized Signatory:

Name : _____

Designation : _____

Organization Name : _____

Signature of Authorized Person : _____

(with stamp of Organization / Office)

Date : _____

Place : _____

**TATA CONSULTANCY SERVICES LIMITED – CERTIFYING AUTHORITY
 REQUEST FORM FOR CLASS 3 CERTIFICATE
INSTRUCTIONS**

Affix recent passport-size photograph of the applicant. Applicant to sign across the photograph

USER TYPE – COMPANY

Validity of DSC *

1 year 2 Years

E-Mail Address* ^

Alternative E-Mail Address

Corporate / Branch / Registered office - Organisation Details

Name* ^

House Identifier* ^

Street Address* ^

City* ^ Pin Code* ^

Country* ^ State* ^

Telephone* Mobile

FAX

PAN*

Applicant Details

Gender* Male Female

Surname ^ Given Name* ^

Father/Husband's Name Initials ^

House Identifier*

Street Address*

City* Pin Code*

Country* State*

Telephone* Mobile

Nationality*

DOCUMENT CHECKLIST FOR COMPANY TYPE OF CERTIFICATE

Corporate / Branch / Registered office (any one ATTESTED copy required)

Public & Private limited

<input type="checkbox"/> Certificate of incorporation	<input type="text"/>	<input type="checkbox"/> Business commencement	<input type="text"/>
<input type="checkbox"/> Memorandum and articles	<input type="text"/>	<input type="checkbox"/> Latest annual report.	<input type="text"/>

Partnership firms

Partnership deed

Proprietorship firms

<input type="checkbox"/> Latest bank statement	<input type="text"/>	<input type="checkbox"/> Latest income tax return	<input type="text"/>
<input type="checkbox"/> Latest balance sheet	<input type="text"/>	<input type="checkbox"/> Sales tax certificate	<input type="text"/>
<input type="checkbox"/> Business commencement licence	<input type="text"/>		

Subscriber proof of identity and residence(ATTESTED copy required)

Identity and Residence

<input type="checkbox"/> Passport	<input type="text"/>	<input type="checkbox"/> Driving License	<input type="text"/>
<input type="checkbox"/> Photo Identity Card	<input type="text"/>		

Identity

<input type="checkbox"/> PAN Card	<input type="text"/>	<input type="checkbox"/> Passport	<input type="text"/>
<input type="checkbox"/> Driving License	<input type="text"/>	<input type="checkbox"/> Bank A/C Passbook with Photo	<input type="text"/>
<input type="checkbox"/> Photo Identity Card	<input type="text"/>		

Residence

<input type="checkbox"/> Latest Telephone Bill	<input type="text"/>	<input type="checkbox"/> Latest Electricity Bill	<input type="text"/>
<input type="checkbox"/> Latest Bank Statement	<input type="text"/>	<input type="checkbox"/> Passport	<input type="text"/>
<input type="checkbox"/> Driving License/RC	<input type="text"/>	<input type="checkbox"/> Water Bill	<input type="text"/>
<input type="checkbox"/> Gas Connection	<input type="text"/>	<input type="checkbox"/> Service Tax/VAT Tax/Sales tax Registration Certificate	<input type="text"/>
<input type="checkbox"/> Voter Identity Card	<input type="text"/>	<input type="checkbox"/> Property Tax	<input type="text"/>

Letter of Authority*

Annexure A - Letter of Authority

I, _____ in the capacity of the _____ of _____, authorize _____, whose signature is attested below to carry out all the necessary formalities on behalf of _____ for the application of a Class-3/Class-2 Digital Signature Certificate with the validity period of _____ year(s).(required validity period needs to be mentioned)

Signature and Designation
of Authorizing Person

Signature and Designation
of the Applicant

Note: Guidelines on how to fill the Letter Of Authority based on type of organization:

1. Public & Private Limited Companies: The applicant of the certificate has to get himself authorized by the superior to whom he/she reports in the said company. If the applicant himself is the head of the organization, he can authorize himself.
2. Partnership Firms: The partner who is the applicant of the certificate has to get himself authorized by the other partner of the said partnership firm.
3. Proprietorship Firms: The proprietor who is the applicant of the certificate has to self authorize as he is the whole & sole responsible of the proprietary concern.

Applicant Declaration	RA Declaration
I hereby confirm that I have read and understood the above instructions and will follow the above instructions for obtaining and using the Digital Signature Certificate.	I hereby confirm that I have received and verified the documents submitted by the subscriber.
Date: Place: _____ Signature of the Applicant	Date: Place: _____ Signature of the RA Officer

RA OFFICE NAME : TCS-CA - Registration Authority / USER ID : _____ / REQUEST NUMBER : _____

The certificate Request Form, Online Enrollment Form, Demand Draft and the supporting documents as per the document checklist have to be forwarded to the following address:

Duly mark the envelope as 'APPLICATION FOR DIGITAL CERTIFICATE'

TCS-CA - Registration Authority

P

Instructions For Form Filling

- Items marked with * are mandatory.
- Items marked with ^ are mandatory and prepopulated in the Certificate request form.
- Items highlighted with black border are modified fields and require reverification.
- If you want a DSC with PAN. Please select PAN card as proof of identity.
- The applicants name in the Digital Signature Certificate is combination of 1) Surname,2) Given name, 3) Initials in the mentioned order(1 and 3 are optional). Please provide details accordingly.

Instructions for Document Checklist

- Copies of the selected documents must be provided to TCS-CA to authenticate the identity & proof of residence.
- In the case of foreign nation, all the validation documents must be notarized by the public notary of the respective country in English.
- Single document copy for both Identity and address proof may be considered. However, if the address in the Photo-id is different from the Address given in the application then a separate Address proof must be insisted & collected.
- **Attestation of Copy** : Gazetted officers, OR Bank Manager OR Post Master. Otherwise the RA may verify the copy of the identity and address proof against the original documents and certify the copy stating that has been verified against the originals. Such a copy should be signed by the authorized person of the RA and should bear name and address of the signatory.
- Online enrollment form which is generated on TCS-CA web portal must be submitted along with the request form and other validation documents.

Instructions For Form Filling	
E-mail Address	Enter your E-mail Address . Maximum limit Of 64 alphanumeric characters. Must be in the format of name@domain.com
Alternative E-mail Address	Enter your Alternative E-mail Address . Maximum limit Of 64 alphanumeric characters. Must be in the format of name@domain.com
Organisation/Office Name	Enter your Organisation/Office Name . Maximum limit of 64 alphanumeric characters.
Organisation/Office House Identifier	Enter your Organisation/Office House Identifier . Maximum limit of 60 alphanumeric characters.
Organisation/Office Street Address	Enter your Organisation/Office Street Address . Maximum limit of 60 alphanumeric characters.
Office city	Enter your Office city . Maximum limit of 32 alphanumeric characters.
Office PIN Code	Enter your Office PIN Code . Maximum limit of 10 alphanumeric characters.
Office Country	Enter your Office Country
Office State	Enter your Office State . Maximum limit of 32 alphanumeric characters.
Office Telephone Country Code	Enter your Office Telephone Country Code . Maximum limit of 2 numbers.
Office Telephone Area Code	Enter your Office Telephone Area Code . Maximum limit of 4 numbers.
Office Telephone	Enter your Office Telephone . Maximum limit of 15 numbers.
Office Mobile Country Code	Enter your Office Mobile Country Code . Maximum limit of 2 numbers.
Office Mobile	Enter your Office Mobile . Maximum limit of 15 numbers.
Office FAX Country Code	Enter your Office FAX Country Code . Maximum limit of 2 numbers.
Office FAX Area Code	Enter your Office FAX Area Code . Maximum limit of 4 numbers.
Office PAN	Enter your Office PAN . Eg. AAAAA1111A. Maximum limit of 10 alphanumeric characters.
Surname	Enter your Surname . Maximum limit of 64 alphanumeric characters.
Given Name	Enter your Given Name . Maximum limit of 64 alphanumeric characters.
Father/Husband's Name	Enter your Father/Husband's Name if you want Father/Husband's Name to appear in your Certificate. Maximum limit of 64 alphanumeric characters.
Initials	Enter your Initials if you want Initials to appear in your Certificate. Maximum limit of 64 alphanumeric characters.
Residential House Identifier	Enter your Residential House Identifier . Maximum limit of 60 alphanumeric characters.
Residential Street Address	Enter your Residential Street Address . Maximum limit of 60 alphanumeric characters.
Authorized Applicant city	Enter your Authorized Applicant city . Maximum limit of 32 alphanumeric characters.
Authorized Applicant PIN Code	Enter your Authorized Applicant PIN Code . Maximum limit of 10 alphanumeric characters.
Authorized Applicant Country	Enter your Authorized Applicant Country
Authorized Applicant State	Enter your Authorized Applicant State . Maximum limit of 32 alphanumeric characters.
Authorized Applicant Telephone Country Code	Enter your Authorized Applicant Telephone Country Code . Maximum limit of 2 numbers.
Authorized Applicant Telephone Area Code	Enter your Authorized Applicant Telephone Area Code . Maximum limit of 4 numbers.
Authorized Applicant Telephone	Enter your Authorized Applicant Telephone . Maximum limit of 15 numbers.
Authorized Applicant Mobile Country Code	Enter your Authorized Applicant Mobile Country Code . Maximum limit of 2 numbers.
Authorized Applicant Mobile	Enter your Authorized Applicant Mobile . Maximum limit of 15 numbers.
Authorized Applicant Nationality	Enter your Authorized Applicant Nationality . Maximum limit of 32 alphanumeric characters.

Documents checklist: Public & Private limited	
Certificate of incorporation	Enter your Certificate of incorporation identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Business commencement	Enter your Business commencement identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Memorandum and articles	Enter your Memorandum and articles of association identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Latest annual report.	Enter your Latest annual report identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Documents checklist: Partnership Firms	
Partnership deed	Enter your Partnership deed identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Documents checklist: Proprietorship firms	
Latest bank statement	Enter your Latest Bank statement identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a latest bank statement certified by the bank manager of the bank where the account is held.
Latest income tax return	Enter your Latest income tax return identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Latest balance sheet	Enter your Latest balance sheet identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Sales tax certificate	Enter your CST identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a licensed copy issued by sales tax authority.
Business commencement licence	Enter your Business commencement identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a license issued by central / state government to do business in India.
Documents checklist: Identity and Residence	
Passport	Enter your Passport number as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your Driving License number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Documents checklist: Identity	
PAN Card	Enter your PAN card number as in the enclosed attested copy of your PAN Card. Eg. AAAAA1111A. Maximum limit of 32 characters.
Passport	Enter your Passport number as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your Driving License number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Bank A/C Passbook with Photo	Enter your Bank Account number as in the enclosed attested copy of your Bank Account Passbook which is up to date. Eg. 000401532978. Maximum limit of 32 characters. Same should be signed by an individual with attestation by the concerned Bank official.
Photo Identity Card	Enter any Photo Identity Card number as in the enclosed attested copy of your Identity Card. Eg. 556789. Maximum limit of 32 characters. Issued by the Ministry of Home Affairs of Centre/State Governments or Any Government issued photo ID Card bearing the signatures of the individual.
Documents checklist: Residence	
Latest Telephone Bill	Enter your Latest Telephone Bill . Maximum limit of 32 alphanumeric characters. The bill must be recent proof, but not earlier than 3 months from the date of application should be attached.
Latest Electricity Bill	Enter your Latest Electricity Bill . Maximum limit of 32 alphanumeric characters. The bill must be recent proof, but not earlier than 3 months from the date of application should be attached.
Latest Bank Statement	Enter your Bank Account number as in the enclosed attested copy of your Latest Bank Statement. Eg. 000401532978. Maximum limit of 32 characters. Same should be attested by the the concerned Bank official.
Passport	Enter your Passport number as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your Driving License number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Documents checklist: Letter of authority	
Letter of Authority	Enter Submitted or enclosed if you have enclosed attested copy of Letter of Authority .

Instructions for Certificate Management

- All subscribers are advised to read Certificate Practice Statement of CA.
- The certificate shall be downloaded onto the same computer / Hardware device (USB token, Smart card etc.) by login as same computer user account from where the request was initiated.
- The certificate must not be shared with others or used by them on your behalf
- Certificate revocation is permanent and irreversible. If your certificate is revoked, you will have to reapply for a fresh certificate.
- It is your responsibility to remember the passwords that are used while generating/exporting the certificates/keys.
- If you lose your key pair, you shall inform the RA Administrator immediately and apply for the revocation of your certificate.
- After placing an online request for a certificate, the following activities shall not be carried out until the certificate is successfully downloaded:
 - Formatting of the computer
 - Deletion of computer user account used to login when the request was initiated

- Reinstallation or upgrade of the Internet browser on the computer from which the certificate request was initiated.
- Incomplete/inconsistent application is liable to be rejected.

Close

Organisation's: *

Bank Name	
Branch Name & Place	
Account Type	<input type="checkbox"/> Savings <input type="checkbox"/> Current
Account Number	

IDENTIFICATION DETAILS*
15a.Passport Details:*

Passport number	
Passport Issuing Authority	
Passport Expiry Date	

15b.Visa Details: (Mandatory and Applicable if the applicant is in India)*

Visa issued By	
Visa valid from	
Visa Expiry Date	

15c.Valid Identity Details:*

(Please tick any one and fill the ID number and attach attested copy of ID proof)

<input type="checkbox"/> Passport	<input type="checkbox"/> Driving License	<input type="checkbox"/> PAN Card

PAYMENT DETAILS*

16. Mode of Payment *		<input type="checkbox"/> Online / Net Banking	<input type="checkbox"/> At Par Cheque/DD	<input type="checkbox"/> NEFT
Online Payment Details		Cheque/DD Payment Details		
Transaction/Reference No.		Cheque /DD No.		
Bank Name		Bank & Branch Name		
Account Type		Account Type		
Amount Rs.		Amount Rs.		
Date		Date		

DECLARATION*

I hereby agree that I have read and understood the provisions of eMudhra Certification Practice Statement (CPS) and the subscriber agreement and will abide by the same. The information provided in this Digital Signature Certificate request form is true and correct to the best of my knowledge and I accept publishing my certificate information in eMudhra repository.

Date :*	Name of the Applicant:
Place:*	Signature:
	Seal and Stamp (as applicable):

TO BE FILLED BY RA OFFICE ONLY*

I declare that the applicant has provided correct information in this application form. I have checked and verified the application form and supporting documents.

RA Name :	
Signature :	
Place :	
Date :	RA Seal & Stamp

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION for INDIVIDUAL CERTIFICATE *

a. Attested copy of any one as per the list in serial no. 15c
<input type="checkbox"/> Passport <input type="checkbox"/> Driving License <input type="checkbox"/> PAN Card
NB : Passport with a valid copy of the visa is a must if the applicant is in India
b. <input type="checkbox"/> Attested Copy of PAN CARD (Mandatory if PAN number has been provided)
c. Attested Copy of any one for address proof
<input type="checkbox"/> Passport <input type="checkbox"/> Driving License <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Telephone Bill

Checklist of Documents to be Submitted along with Application for Organisation Certificate

- a. Attested Copy of anyone as per the list in S.No. 15c
- b. Attested copy of any one
 Certificate of Incorporation Memorandum of Association Regd. Partnership Deed Valid Business License
- c. Attested Copy of any one
 Annual report Latest Income Tax Return Latest organisation Details from the Bank Statement of Income issued by Chartered Accountant
- d. Attested Copy of the Organisation PAN Card or equivalent for the corresponding country
- e. Authorisation letter in favour of the certificate applicant from the Organisation as per format below
- f. List of Partners / members / Directors with their complete name and address details

AUTHORISATION LETTER FORMAT* (This Authorisation Letter is required on the Organisation's Letterhead)

To,

eMudhra Consumer Services Limited
3rd Floor, Sai Arcade, 56 Outer Ring Road
Deverabeesanahalli, Opp Intel
Bangalore 560103
Phone: +91 80 4336 0000

Date:

Dear Sir,

Sub: **Authorisation letter for obtaining Digital Signature Certificate.**

This is certify that Mr/Mrs/Miss _____ (Certificate applicant) has provided correct information in the 'Application form for issue of Digital Signature Certificate' to the best of my knowledge and belief vide application form dated DD-MM-YYYY. I hereby authorize him/her, on behalf of our Organisation to apply for obtaining the following Class of Digital Signature Certificate issued by eMudhra.

Class of Digital Signature Certificate issued by e-Mudhra.

- Class 2 Gold Organisation Class 3 Platinum Organisation

Signature:

Name:

Designation:

CONTACT DETAILS

eMudhra Consumer Services Limited, D.No.2 / 30 A, 1st Floor, Natesa Pandaram Colony, Cherry Road, Landmark: Opp to Post Office, Salem - 636 007. Tamil Nadu
Phone : +91 80 4336 0000 Fax : +91 80 4227 5306 Email : info@e-Mudhra.com Website : www.e-Mudhra.com

TRC and 10F

APPENDIX-V TO ITB

TRC &10F

[TRC CERTIFICATE]

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

- (i) Name of the assessee;
- (ii) Status (individual, company, firm etc.) of the assessee;
- (iii) Nationality (in case of individual);
- (iv) Country or specified territory of incorporation or registration (in case of others);
- (v) 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;
- (vi) Residential status for the purposes of tax;
- (vii) Period for which the certificate is applicable; and
- (viii) Address of the applicant for the period for which the certificate is applicable;

FORM-10F
ON THE LETTER HEAD
[See sub-rule (1) of rule 21AB]

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

I *son/daughter of Shri..... in the capacity of(designation) do provide the following information, relevant to the previous year..... *in my case/in the case of..... for the purposes of sub-section

(5) of * section 90/section 90A:—

Sl No	Nature of Information	:	Details #
(i)	Status (individual; company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number:

Verification

I do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the day of.....

.....
Signature of the person providing the information

Place:

Notes:

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

APPENDIX-VI TO ITB

**POWER OF ATTORNEY OF
BIDDER**

APPENDIX – VI TO ITB

Sample Format for Power of Attorney (POA) of Bidder (To be submitted in in non-judicial Stamp Paper of appropriate value or as per laws of Bidder's Country duly notarised/ apostilled)

Name of the Work:

Bidding Document No.:

Name of the Bidder:

Know all men by these presents, We _____
(name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms.
_____ (name and residential address) who is
presently employed with us and holding the position of _____ as our
attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to our Bid, including signing and submission of all documents and
providing information/responses to Owner, representing us in all matters before Owner and
generally dealing with Owner and their Consultants in all matters in connection with our Bid
including negotiation of Terms and conditions, Price negotiation, signing of Agreements, as
applicable, for the subject work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant
to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall
be deemed to have been directly done by us.

We further certify that vide documents reference _____ dated _____, we have
the power to sub-delegate and issue this POA as per Company Charter /Board Resolution.

For & on behalf of
<Name of Bidder>

Signature of person in whose favour POA is issued
Name:
Designation:
Date:

Signature attested and Accepted

_____ (signature)
(Name, Title and Address) of the Attorney
Designation:
Date & Seal

Note

Wherever required, the executant(s) should submit for verification the extract of the charter
documents and/or documents such as board of resolution passed for this purpose (in case of
company) in favour of the Person executing this Power of Attorney for the delegation of power
hereunder on behalf of the executant(s).

APPENDIX-VII TO ITB

**POLICY FOR DOMESTICALLY
MANUFACTURED IRON & STEEL
PRODUCTS (DMI&SP)**

**MINISTRY OF STEEL
NOTIFICATION**

New Delhi, the 31st December, 2020

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

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

Ministry of Steel

ID Division

Udyog Bhawan,

New Delhi 31st December, 2020

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

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

I - Amendments: Table 1

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

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

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

III - Additions / Insertions: Table 2

Sl. No.	Added / Inserted Clause in DMI&SP revised, 2019
1	<p>Clause 5.1.13 is inserted below Clause 5.1.12 as:</p> <p>Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix- B of the DMI&SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.</p>
2	<p>Clause 6.9 is inserted below Clause 6.8 as:</p> <p>Clause 6.9: Specifications in Tenders and other procurement solicitations:</p> <p>1. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.</p> <p>2. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.</p> <p>3. Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.</p> <p>4. If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.</p> <p>5. For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
3	<p>Clause 6.10 is inserted below Clause 6.9 as:</p> <p>Clause 6.10: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP Policy.</p>

IV - Revised Appendix A - Exclusive for domestically manufactured products

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

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

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

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

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

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

RASIKA CHAUBE, Addl. Secy.

Note To: All SBU / Entity Heads

Subject: Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement – Revised, 2019

This is further to our note of even reference dated 21.06.2017 on the subject matter intimating for implementation of the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement.

On the basis of experience and learnings from the implementation of DMI&SP Policy 2017, the Ministry of Steel has made certain amendment to this policy with the aim to further boost the domestic Steel Sector both upstream and downstream. The Ministry vide their letter D.O. 3(2) / 2018 - IDD dated 10.06.2019 have intimated the Revised Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement which has been notified w.e.f. 29.05.2019.

This policy provides preference to Domestically Manufactured Iron & Steel Products (DMI&SP) in Government Procurement. A copy of the said Revised Policy document is enclosed for your ready reference (**Annexure - I**).

The revised policy is applicable to iron & steel products as provided in **Appendix A** which contains a list of such products which are to be exclusively domestically manufactured and cannot be imported without the approval of Ministry of Steel.

Appendix B is the list of capital goods (non-exhaustive) for manufacturing iron & steel products. Since BPCL is not engaged in manufacturing of iron & steel products, the provision regarding **Appendix B** of the policy will not be applicable.

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

However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.



Ambit of tenders covered:

- i) The revised policy shall be applicable **to projects** where procurement value of iron and steel products is greater than Rs 25 crores. The policy shall also be applicable for **other procurement (non-project)**, where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.
- ii) Accordingly, the policy shall be applicable in tenders for procurement of iron & steel products in Projects where procurement value of iron & steel products is greater than Rs. 25 crores. The assessment of value of iron & steel products will be done at the start of Project and tenders will be invited accordingly.
- iii) Regarding applicability to other procurement (non-project), all SBUs /Entities which deal with procurement in BPCL, shall at the beginning of each financial year ascertain the list of iron & steel products (as per Appendix A) where this policy is to be applied. If the annual procurement value of such iron & steel products is greater than Rs. 25 crores, this policy is to be made part of the tenders of such non-project procurement.
- iv) Further, it is mentioned that the policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs. Accordingly, the policy shall be made part of tender for EPC contract for compliance by the vendor / contractor for procurement of iron and steel products specified in the policy and falling in ambit mentioned in paras (ii) and (iii) above.
- v) The provisions to be included in Bid Evaluation Criteria and ITB of tender for procurement of iron & steel products specified in the policy and falling in the ambit as mentioned above are enclosed at **Annexure - II** and **Annexure - III** respectively.

Accordingly the policy shall be made part of all the future tenders and through corrigendum in tenders where bids (both unpriced and price bids) are not yet opened.

Kindly issue necessary instructions to all concerned for implementation of the above referred Revised Policy with immediate effect.


(Varinder Singh Chadha)
Chief General Manager (Corporate Finance)

CC : All SBU / Entity Finance Heads

→ CP&EM) /DIR(M)/DIR(R) Left Copy
F/O 28/6 R-27/6

रसिका चौधरी
अतिरिक्त सचिव
Rasika Chaube
Additional Secretary



भारत सरकार
इस्पात मंत्रालय
GOVERNMENT OF INDIA
MINISTRY OF STEEL

Prasad
1/2 July/19
For review
1/2

D.O. 3(2)/2018-IDD

Dated: 10th June, 2019

Dear Sir/Madam,

In order to promote Make-in-India in Steel Sector Union Cabinet had approved Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement in May, 2017 (DMI&SP Policy). On the basis of our experience & learnings from the DMI&SP Policy 2017, the Ministry has made certain amendment to this policy with the aim to further boost the domestic Steel Sector both upstream & downstream.

2. Revised policy for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement-revision 2019, has been notified with effect from 29th May, 2019. A copy of the Policy is enclosed.

3. You are requested to kindly ensure the implementation of this policy in letter and spirit.

With regards,

Encl: as above

Yours sincerely,
Rasika Chaube
(Rasika Chaube)

To,

Chairman/ CMD/MD
(All CPSEs, as per the list attached)

MINISTRY OF STEEL.

NOTIFICATION

New Delhi, the 29th May, 2019.

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

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

RASIKA CHAUBE, Addl. Secy.

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

1 Background

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

2 Definitions

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

3 Exclusions

- 3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions.
- 3.1.1 Where specific grades of steel are not manufactured in the country, or
- 3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources.

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

4 Standing Committee

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

- 4.1 Monitoring the implementation of the policy
- 4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.
- 4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3
- 4.4 Constitute a separate committee to carry out grievance redressal
- 4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

5 Notifying Iron & Steel Products Procured by Government

- 5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:
- 5.1.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.
- 5.1.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 5.1.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products.
- 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.
- 5.1.7 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.
- 5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.
- 5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.
- 5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.
- 5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/entities under their administrative control

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

7 Domestic value addition requirement

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

For Iron and Steel products

% Domestic value addition

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

For Capital Goods

% Domestic value addition

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

8 Certification and audit

- 8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form I** attached to these guidelines.
- 8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim

of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

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

9 Sanctions

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

10 Implementation monitoring by Ministry of Steel

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

Reference to Ministry of Steel

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

Appendix A - Exclusive for domestically manufactured products

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

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

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

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

Appendix B

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

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

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

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Flame collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system: LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O ₂ measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system, Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipping stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducing hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand guide segment, tundish, ladle cover, roller tables & auxiliaries, mould & segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

**Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%.*

Form-1

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

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

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

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

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

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>

PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP), TO BE INCORPORATED IN THE ITB

1.0 BACK GROUND

Ministry of Steel (MoS) vide Gazette notification dated 29.05.2019 has circulated revised Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. A copy of the policy and clarification (s) issues are available on website of Ministry of Steel (i.e. <http://steel.gov.in/>) for reference.

2.0 DEFINITIONS

- i. **Bidder** may be a domestic/foreign manufacturer of steel or their selling agents/ authorized distributors/authorized dealers/authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- ii. **“Domestically Manufactured Iron & Steel Products (DMI&SP)”** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, products shall meet the criteria of domestic minimum value – addition as mentioned in Appendix-A.
- iii. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of ‘manufacturer’ as per Central Excise Act.
- iv. **Government** for the purpose of the Policy means Government of India.
- v. **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government
- vi. **MoS** Shall mean Ministry of Steel, Govt. of India.
- vii. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- viii. **Semi- Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.

- ix. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- x. **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- xi. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- xii. **Iron & Steel Product (s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.
- xiii. **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

2.0 **IRON & STEEL PRODUCTS**

- 2.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy:
- 2.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 2.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.

Annexure- B is the Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products. Since presently manufacturing iron & steel

products is not being done by BPCL, the provision regarding Annexure-B of policy will not be applicable.

3.0 TENDER PROCEDURE

- 3.1 For iron and steel products in Appendix A, the tender is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 3.1 The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
 - a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.
 - b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer BPCL declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the BPCL as per the policy.

4 DOMESTIC VALUE ADDITION REQUIREMENT

- 4.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A. .
- 4.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
 - 4.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to BPCL

4.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

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

For Iron and Steel products

% Domestic value addition

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

5.0 CERTIFICATION AND AUDIT

5.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to BPCL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers to BPCL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached.

5.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic

manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to BPCL and shall continue to be filed till the completion of supply of the said products.

- 5.3 BPCL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of BPCL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 5.4 In case a complaint is received by BPCL against the claim of a bidder regarding domestic value addition in iron & steel products, BPCL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

However, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft payable in favour of BHARAT PETROLEUM CORPN.LTD. along with the complaint by the complainant. In case, the complaint is found to be incorrect, the BPCL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

- 5.5 Any complaint referred to BPCL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to BPCL within 2 weeks of filing the complaint.
- 5.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of BPCL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation BPCL to establish bonafides of claim.

- 5.7 The cost of assessing the prescribed extent of domestic value addition shall be borne BPCL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, will be payable by the bidder (who has furnished an incorrect certificate) toward pre-determined cost of assessment.
- 5.8 In case of misdeclaration by the bidder of the prescribed domestic value addition, in the tender document, BPCL will impose also penalties including forfeiting of the EMD/CPBG and putting such bidder on banning list as per BPCL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 5.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, BPCL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6.0 IMPLEMENTATION MONITORING BY MINISTRY OF STEEL

- 6.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 6.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

7.0 REFERENCE TO MINISTRY OF STEEL

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

FORM-1

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

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

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

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

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

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

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

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

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. BPCL to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)

- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

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

<Insert Name, Designation and Contact No.>

ADDITIONAL BID EVALUATION CRITERIA

- 1.0 The Bid evaluation criteria for procurement of tender (for procurement for iron and steel products specified in the policy and falling in ambit mentioned at para 6.0 of Circular dated June XX, 2019) will include the following provision also:
- (i) Bidder should have minimum prescribed domestic value addition of (to be included based on Appendix-A of policy)
 - (ii) The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
 - a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.
 - b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to BPCL, declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to BPCL as per the policy.
- 2.0 The formula for value addition, certification, penal action etc. shall as per Annexure-III.

FORM-2

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED
IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT
(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)**

SELF-CERTIFICATE

(Applicable in case Bidder is not a Manufacturer)

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "**G.S.R. 385 (E) dated 29.05.2019 & Amendment/Addition to policy dated 31.12.2020**".

We confirm that we shall comply all the provisions of the above referred policy including obtaining an Affidavit of Self Certification of Domestic value addition in Iron & Steel Products from manufacturer and submit the same to EIL before supply of iron and steel products required under the tender/bidding document no.: _____

APPENDIX-VIII TO ITB

**POLICY FOR PUBLIC PROCUREMENT
(PREFERENCE TO MAKE IN INDIA)**

No.: FP-20013/24/2017-FP-PNG (E-17013)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi
Dated 21st August, 2024

To

1. Chairman, IOCL
2. C&MD, ONGC/ BPCL/ HPCL/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIBD
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IIFE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

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

Sir/ Madam,

I am directed to forward revised Public Procurement (Preference to Make in India) Order, 2017 dated 19.7.2024 issued by Department for Promotion of Industries and Internal Trade (DPIIT), for information and necessary action.

Yours faithfully

Kala
21/8/24
(Kala)

Under Secretary to the Govt. of India
Tel.: 011-23381029

Encl.: as above

Copy to:

- a. PPS/ PS to Secretary, P&NG
- b. PPS/ PS to AS&FA/ AS, MoPNG
- c. PPS/ PS to JS (G)/ JS(M&OR)/ JS (GP)/ JS (IC)/ JS (IFD)/ DDG, MoPNG

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vaniya Bhawan, New Delhi
Dated: 19 July, 2024

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.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 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.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'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.

'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.

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

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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 procurement 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.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

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 procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

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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:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, 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 procurement 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.

3B. 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, procurement 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.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from 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. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. 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.
- e. 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.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. 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.
- h. 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 9

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i below.

- i. 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;
 - ii. 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 procurement 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**
 - i. 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 FDI 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

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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.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) 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

q

- 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.



(Himani Pandey)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashp.dpiit@gov.in

ANNEXURE-2

FORM - 2

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017

**(FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF
PROCUREMENT UPTO INR 10 CRORE)**

TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

We, M/s _____ <Name of Bidder> hereby confirm that we meet the mandatory minimum requirement of Local Content (LC) for **Class-I local supplier / Class-II local supplier** (*strike out which is not applicable*) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII, 2017) and the work / Item shall have LC of _____%.

The details of the location(s) at which the local value addition is/shall be made, is/ areas under:

.....
.....
.....

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017, vide Order No P-45021/2/2017-PP(BE-II)-Part-4)Vol.II and its subsequent Amendments.

We also confirm that, the imported items sourced locally from resellers/distributors are excluded from calculation of local content. The cost of such locally sourced imported items (inclusive of taxes) along with break up on license/royalties paid/technical expertise etc. sourced from outside India is enclosed as Form-2A.

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated as false information and Owner reserves the right to take appropriate action for debarment, Penalty after award etc. as per provision of the PPP-MII Order, 2017 and its subsequent Amendments and as more specifically mentioned in the Bidding/ RFQ document.

We also confirm that we are not debarred by any other procuring entity (GOI/PSU/PSE etc.) or

Our debarment period is completed as on _____ <insert date>, and as such we are eligible to avail purchase preference under this Order.
(## Strike out which is not applicable)

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

**DETAILS OF IMPORTED COMPONENTS SOURCED FROM RESELLERS/DISTRIBUTORS
EXCLUDED UNDER LOCAL CONTENT**

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

S. No	Cost component	Cost in INR (Refer Note-2)
a.	Locally-sourced imported items from resellers/distributors (inclusive of taxes)	i. ii. iii. iv.
b.	License/Royalties paid/ Technical Expertise cost etc. for the items sourced from outside India	
	i. License	i.
	ii. Royalties Paid	ii.
	iii. Technical Expertise Cost	iii.
	iv. other	iv.
DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER		
c.	Details of Items	OEM Certificate for country of origin
	i.	i.
	ii.	ii.
	iii.	iii.
	iv.	iv.

Note –

- For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
- As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
- Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

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ANNEXURE-3

FORM - 3

CERTIFICATE UNDER PPP-MII ORDER, 2017

BY STATUTORY AUDITOR OR COST AUDITOR, OR PRACTICING COST ACCOUNTANT OR CHARTERED ACCOUNTANT, TOWARDS MANDATORY MINIMUM LOCAL CONTENT (FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF PROCUREMENT MORE THAN INR 10 CRORE)

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

We, _____, the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or are a practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier other than companies) of M/s. _____ <Name of Bidder>, hereby certify that as per definition specified in above policy, M/s. _____ <Name of Bidder> is a Class-I Local Supplier / Class-II Local Supplier <as applicable>

We further confirm that M/s _____ <Name of Bidder> meet the mandatory minimum Local content requirement specified for Class-I Local supplier/ Class-II Local supplier <as applicable> under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) for their offer for the abovementioned Work/ Item and shall have local content of _____%.

The details of the location(s) at which the local value addition is/shall be made, is/ areas under:

.....

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017, vide Order No P-45021/2/2017-PP(BE-II)-Part-4/Vol.II and its subsequent Amendments.

We also confirm that, the imported items sourced locally from resellers/distributors are excluded from calculation of local content. The cost of such locally sourced imported items (inclusive of taxes) along with break up on license/royalties paid/technical expertise etc. sourced from outside India is enclosed as Form-3A.

We further confirm that in case M/s _____ <Name of Bidder> fail to meet the minimum local content/domestic value addition, the same shall be treated as false information and Owner reserves the right to take appropriate action for debarment, Penalty after award etc. as per provision of the PPP-MII Order, 2017, and its subsequent Amendments and as more specifically mentioned in the Bidding/ RFQ document.

We also confirm that M/s _____ <Name of Bidder> is not debarred by any other procuring entity (GOI/PSU/PSE etc.).

OR

M/s _____ <Name of Bidder>'s debarment period is completed as on _____ <insert date>, and as such M/s _____ <Name of Bidder> is eligible to avail purchase preference under this Order.

(Strike out which is not applicable)

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

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**DETAILS OF IMPORTED COMPONENTS SOURCED FROM RESELLERS/DISTRIBUTORS
EXCLUDED UNDER LOCAL CONTENT**

RFQ/TENDER No: _____

ITEM/WORKS DESCRIPTION:

S. No	Cost component	Cost in INR (Refer Note-2)
d.	Locally-sourced imported items from resellers/distributors (inclusive of taxes)	i. ii. iii. iv.
e.	License/Royalties paid/ Technical Expertise cost etc. for the items sourced from outside India i. License ii. Royalties Paid iii. Technical Expertise Cost iv. other	i. ii. iii. iv.
DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER		
f.	Details of Items	OEM Certificate for country of origin
	i. ii. iii. iv.	i. ii. iii. iv.

Note –

4. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
5. As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
6. Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

ANNEXURE-4

FORM - 4

CERTIFICATE UNDER PPP-MII ORDER, 2017

**BY PRACTICING COST ACCOUNTANT OR CHARTERED ACCOUNTANT, TOWARDS MANDATORY
MINIMUM LOCAL CONTENT
[FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF
PROCUREMENT MORE THAN INR 10 CRORE (TO BE SUBMITTED AT THE TIME OF EXECUTION
OF PROJECT)]**

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

We, _____, the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or are a practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier other than companies) of M/s. _____ <Name of Bidder>, hereby certify that as per definition specified in above policy, M/s. _____ <Name of Bidder> is a Class-I Local Supplier / Class-II Local Supplier <as applicable>

We further confirm that M/s _____ <Name of Bidder> meet the mandatory minimum Local content requirement specified for Class-I Local supplier/ Class-II Local supplier <as applicable> under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) for their offer for the abovementioned Work/ Item and shall have local content of _____%.

The details of the location(s) at which the local value addition is/shall be made, is/ areas under:

.....
.....

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 vide Order No P-45021/2/2017-PP(BE-II)-Part-4/Vol.II and its subsequent Amendments.

We further confirm imported items sourced locally from resellers/distributors are excluded from the calculation of local content. The cost of such locally sourced imported items (inclusive of taxes) along with break up on license/royalties paid / technical expertise cost etc. sourced outside India is enclosed as Form-4A.

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

**DETAILS OF IMPORTED COMPONENTS SOURCED FROM RESELLERS/DISTRIBUTORS
EXCLUDED UNDER LOCAL CONTENT**

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

S. No	Cost component	Cost in INR (Refer Note-2)
g.	Locally-sourced imported items from resellers/distributors (inclusive of taxes)	i. ii. iii. iv.
h.	License/Royalties paid/ Technical Expertise cost etc. for the items sourced from outside India i. License ii. Royalties Paid iii. Technical Expertise Cost iv. other	i. ii. iii. iv.
DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER		
i.	Details of Items	OEM Certificate for country of origin
	i. ii. iii. iv.	i. ii. iii. iv.

Note –

7. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
8. As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
9. Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

File No.:FP-20013/2/2017-FP-PNG-Part(1) (E-36682)

Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi

Date 11th July, 2023

To,

1. Chairman, IOCL
2. CMD, ONGC/ OIL/ BPCL/GAIL/ HPCL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/ NRL/ CPCL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIBB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IPE
10. Secretary, PNGRB
11. CEO & MD, ISPR

Subject: Public Procurement (Preference to Make in India) Order, 2017: notifying revised Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects- reg.

Reference: MoPNG letter no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022.

Sir/ Madam,

I am directed to refer to this Ministry's above mentioned letter and to say that in order to increase competition and to incentivize progressive increase in Minimum Local Content in high value oil and gas LSTK/EPC contracts/projects, it has been decided under para 14 of the Public Procurement (Preference to Make in India) Order, 2017, to revise Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for such contacts/projects on progressive basis with predictable trajectory.

2. The Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects shall be as under:

Estimated cost		2023-24	2024-26	2026 onwards
Between USD 25 Million to USD 50 Millions	MLC	50%	50%	50%
	PP	10%		
Between USD 50 Millions to USD 100 Millions	MLC	30%	50%	50%
	PP	10%		

Handwritten signature
11/07/23

Estimated cost		2023-24	2024-26	2026 onwards
Between USD 100 Millions to USD 150 Millions	MLC	30%	35%	50%
	PP	10%		
More than USD 150 Millions	MLC	30%	30%	35%
	PP	10%		

3. This issues with the approval of Hon'ble Minister. P&NG.

Yours faithfully



(Kapil Kumar)

Under Secretary to the Govt. of India

Tel.:011-23383074

Copy to,

- a. PS to Hon'ble Minister, P&NG
- b. PS to Hon'ble MoS, P&NG
- c. PPS/PS to Secretary, P&NG
- d. PPS/PS to AS&FA/ AS, MoPNG
- e. PPS/PS to JS(E&BR)/ JS (M&OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
- f. Technical Director, NIC: with request to upload the letter on MoPNG website

Copy for information to,

Secretary, DPIIT

APPENDIX-VIII(b) TO ITB

**POLICY FOR PROCUREMENT OF
DOMESTICALLY MANUFACTURED
ELECTRONIC PRODUCTS**

F.No.W-43/4/2019-IPHW-MeitY
Government of India
Ministry of Electronics and Information Technology
(IPHW Division)

Electronics Niketan
6, CGO Complex, New Delhi.

Dated: September 07, 2020

NOTIFICATION

Subject: Public Procurement (Preference to Make in India) Order 2017-Notifying Electronic Products in furtherance of the Order

Reference: Department for Promotion of Industry and Internal Trade (DPIIT) OrderNo.P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019 and 04.06.2020

The Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) OrderNo.P-45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019 and 04.06.2020, to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 [PPP-MII Order 2017] notified vide reference cited above, and in supersession of the Electronic Product Notification Nos.33(1)/2017-IPHW dated 14.09.2017 and 33(5)/2017-IPHW dated 01.08.2018 issued thereunder, the Ministry of Electronics and Information Technology (MeitY) hereby notifies that preference shall be provided by all procuring entities to locally manufactured Electronic Products as per the aforesaid Order, as amended from time to time.

3. For the purpose of this notification:

- a. The definition of Class-I local supplier, Class-II local supplier and Non-local supplier shall be as per paragraph 2 of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017-PP(BE-II) dated 04.06.2020, as amended from time to time. The mechanism for calculation of local content has been prescribed for each notified Electronic Product in this notification, in accordance with paragraph 5 of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017-PP(BE-II) dated 04.06.2020, as amended from time to time.

- b. Paragraph 3A of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017-PP(BE-II) dated 04.06.2020, as amended from time to time, shall be referred for percentage of procurement for which preference to domestically manufactured Electronic Products is to be provided (in value terms).

4. Following Electronic Products are notified under the Public Procurement (Preference to Make in India) Order 2017:

4.1 Desktop Personal Computers (PCs)

(A) **Definition:**

For the purpose of this Notification, a Desktop PC shall necessarily consist of a CPU, Memory, Hard disk drive, Keyboard, Mouse and a separate or integrated display unit and should be able to operate independently.

(B) **Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of Desktop PC would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Desktop PC	Value addition/local content required for the input to be classified as domestic BOM
1	2
Main Board / Motherboard and CPU / GPU	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU/ GPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not exceed 30% of the total BOM of the Desktop PC.
Memory Module	Domestic PCB Assembly* and testing from imported / domestically manufactured memory chips** and parts / components on imported/ domestically manufactured bare

	PCB, excluding the value of bare PCB.
Hard Disk Drive / Solid State Drive (SSD)	Domestic PCB Assembly* and final product assembly and testing from imported / domestically manufactured parts and components, excluding the value of bare PCB.
LCD / LED Monitor	Domestic assembly and testing of LCD / LED Monitor from parts consisting of imported/domestically assembled LCD / LED Panel and Domestic PCB Assembly*, Domestic plastic moulding and Domestic stamping of metal parts, excluding the value of bare PCB.
DVD Drive	Domestic assembly and testing from imported / domestically manufactured parts and components.
Cabinet + SMPS	Domestically manufactured Cabinet and Domestic PCB Assembly* and the final assembly and testing of SMPS from imported/ domestically manufactured parts and components, subject to the condition that the domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of "SMPS").
Keyboard/Mouse	Domestic PCB Assembly* and the final assembly and testing from imported / domestically manufactured parts and components.
Bare PCB	Domestically manufactured from imported / domestically manufactured inputs.

(i) Final Assembly / Testing and (ii) Design / Development	(i) Domestically assembled/tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.
---	--

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU/ processor(s) parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.2 Thin Clients

(A) Definition:

For the purpose of this Notification, a Thin Client (TC) shall necessarily consist of a CPU, Memory, DOM, Keyboard, Mouse and a separate or integrated display unit and should be able to operate independently.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Thin Client would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM / stages for manufacture of Thin Client	Value addition / local content required for the input to be classified as domestic BOM
1	2
Main Board / Motherboard and CPU	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not

	exceed 30% of the total BOM of the Thin Client.
Memory Module/ DOM	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
SMPS/ Power Adapter	Domestically PCB Assembly* and the final assembly and testing of SMPS/ Power Adapter from imported/ domestically manufactured parts and components, subject to the condition that the domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of "SMPS").
LCD/ LED Monitor	Domestic assembly and testing of LCD/ LED Monitor from parts consisting of imported/ domestically assembled LCD/ LED Panel and Domestic PCB Assembly*, Domestic plastic moulding and Domestic stamping of metal parts, excluding the value of bare PCB.
Cabinet	Domestically manufactured.
Keyboard/Mouse	Domestic PCB Assembly* and the final assembly and testing from imported / domestically manufactured parts and components.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.

(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.
---	---

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ processor(s)/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.3 Laptop Personal Computers (PCs)

(A) Definition:

For the purpose of this Notification, a Laptop PC (commonly known in the market as Laptop/ Notebook/ Netbook/ Ultrabook, etc.) shall necessarily consist of a CPU, Memory, Hard disk drive, Keyboard, Touchpad and/ or Trackpoint, an integrated display unit, integrated battery and should be able to operate independently.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Laptop PC would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Laptop PC	Value addition/ local content required for the input to be classified as domestic BOM
1	2
Main Board/ Motherboard and CPU/ GPU	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU/ GPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not

	exceed 35% of the total BOM of the Laptop PC.
Power Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components.
Memory Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive/ Solid State Drive (SSD)	Domestic PCB Assembly* and final product assembly and testing from imported/ domestically manufactured parts and components, excluding the value of bare PCB.
Display Panel (LCD, LED, etc.)	Domestic assembly into the Back Cover and Bezel and final testing from imported/ domestically assembled Display Panel, LED Back light, Antennae, excluding the value of the Back Cover and Bezel.
DVD Drive	Domestic assembly and testing from imported / domestically manufactured parts and components.
Power Adapter	Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter").

Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Keyboard/ Touchpad and/ or Trackpoint	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Battery	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Cabinet/ Chassis of Laptop including bottom cover, back cover, Keyboard face bezel and Display face bezel and Hinges	Domestically manufactured through injection moulding/ stamping using imported/ domestic inputs.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU/ processor(s)/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.4 Computer Monitors

(A) Definition:

For the purpose of this Notification, a Computer Monitor (commonly known in the market as Monitor) shall necessarily consist of a LCD/ LED Display assembly, Logic card, Power Supply Adaptor and Cabinet with Display Ports for connecting it to a Desktop PC or Laptop PC or Tablet PC.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Computer Monitor would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Computer Monitor	Value addition/ local content required for the input to be classified as domestic BOM
1	2
Logic Cards/ Micro controller	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components including value of Semiconductors** and excluding the value of bare PCB.
LCD/ LED Panel	Domestic integration and testing of imported/ domestically assembled LCD/ LED Panel*** into the Monitor Cabinet/ Chassis, excluding the value of the Cabinet/ Chassis. However, the weightage of total value of LCD/ LED Panel shall not exceed 35% of the total BOM of the Computer Monitor.
Cables	Domestically manufactured and tested from imported/ domestically manufactured inputs.
Power Adapter	Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter").

Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Cabinet/ Chassis	The Monitor Bezel, Back cover, Stand, Base and Chassis wherein the plastic mouldings and the stamping of metal parts is done domestically using imported/ domestic inputs.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU processor(s)/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

**** This shall be reviewed when LCD/LED Panel manufacturing of Computer Monitors (of each size and type) in India is operational.*

4.5 Tablet Personal Computers (PCs)

A. Definition:

For the purpose of this Notification, a Tablet PC shall necessarily consist of an Integrated Motherboard with on board CPU/Processor, Memory and Power Module; Display Panel (Touch Panel + LCD/LED Module) and integrated battery and should be able to operate independently.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Tablet PC would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Tablet PC	Value addition/ local content required for the input to be classified as domestic BOM
1	2
Integrated Motherboard with on board CPU/ GPU/ Processor	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including value of Semiconductors** and Processor/CPU/ GPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not exceed 35% of the total BOM of the Tablet PC.
Memory and Power Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, excluding the value of bare PCB.
Display Panel (Touch Panel + LCD/ LED Module)	Domestic assembly and testing from imported/ domestically manufactured Touch Panel, LCD/ LED Module or combination, subject to the condition that backlight assembly and testing of Display Panel shall be done domestically.
Power Adapter	Domestic assembly and testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter").
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.

Casing	Domestically manufactured Casing.
Battery	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Accessories (Camera, Speaker, WiFi Antenna, etc.)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU/ GPU/ processor/ parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational*

4.6 Dot Matrix Printers

(A) Definition:

A Dot Matrix Printer is a type of impact printer that forms dot on paper by a metal pin of diameter 0.2 mm to 0.3 mm which is driven by electromagnet based on solenoid principle and required character matrix is produced by horizontal and vertical resolution of dot matrix printhead. Dot Matrix Printer can create carbon copies and carbonless copies based on mechanical pressure of pin.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Dot Matrix Printer would be the sum of the cost of main inputs specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Dot Matrix Printer	Value addition/ local content required for the input to be classified as domestic BOM
1	2
Main PCB	Domestic PCB Assembly* and testing from imported / domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "Main PCB" will be minimum 15% (of the total value of parts and components used in the manufacture of "Main PCB"), excluding the value of bare PCB.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
SMPS	Domestic assembly and testing from imported/ domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of "SMPS").
Carriage Motors and Paper Feed Motors	Imported as sub-assembly and tested domestically along with main Printer Mechanism.
Front Control Panel	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Home Position/Paper End Sensors	Domestic assembly and testing from imported/ domestically manufactured parts

	and components.
Main Printer Cabinet and other small plastic components	Domestic moulding of Printer Cabinet and other parts.
Printer Mechanism Assembly	Domestic assembly using domestically manufactured Rubber Platens, small rubber parts, sheet metal components, plastic gears and other plastic parts with turned steel shafts and above mentioned sensors and Motors.
Print Heads and Interconnecting Cables	Imported as sub-assembly and tested domestically along with main Printer Mechanism.
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

4.7 Smart Cards

(A) Definition:

For the purpose of this Notification, Smart Card is usually a Credit Card sized plastic Card with an Integrated Circuit (IC) contained inside. The IC contains a microprocessor and memory. Smart Cards can be contact, contactless or dual interface (both contact and contactless). Some of the applications of Smart Card are Identity Card, Banking Card, Health Card, Vehicle Registration Card etc.

I(B) Mechanism for calculation of local content for Contact Smart Cards

The domestic Bill of Material (BOM) of a Contact Smart Card would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Contact Smart Card	Value addition/ local content required for the input to be classified as domestic BOM
1	2
Plastic Card Body	Domestic manufacturing including sheet cutting & punching, printing, lamination and testing using imported/ domestically manufactured raw material, parts and components.
IC Chip Module	Domestic assembly, packaging and testing of IC Chip Module using imported/ domestically manufactured raw material, parts and components*.
Milling and Embedding of IC Chip Module on Plastic Card	Milling and Embedding of IC Chip Module on Plastic Card done domestically.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/tested and (ii) Intellectual Property (IP) resident in India for any of the above items, including fusion of domestically developed Operating System. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** This shall be reviewed when the Semiconductor FAB in India is operational.*

II(B) Mechanism for calculation of local content for Contactless Smart Cards

The domestic Bill of Material (BOM) of Contactless Smart Card would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Contactless Smart Card	Value addition/local content required for the input to be classified as domestic BOM
1	2
Plastic Card Body	Domestic manufacturing including sheet cutting & punching, printing, lamination and testing using imported/ domestically manufactured raw material, parts and components.
Card inlay (Antenna)	Domestic assembly and testing from imported/ domestically manufactured raw material, parts and components.
IC Chip Module	Domestic assembly, packaging and testing of IC Chip Module using imported/ domestically manufactured raw material, parts and components*.
Milling and Embedding of IC Chip Module on Plastic Card	Milling and Embedding of IC Chip Module on Plastic Card done domestically.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items, including fusion of domestically developed Operating System. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

* This shall be reviewed when the Semiconductor FAB in India is operational.

4.8 LED Products

(A) Definition:

For the purpose of this Notification, LED products are those whose function is to utilize light produced by LEDs and spanning applications in the areas of: (i) Illumination, (ii) Optical Displays including True LED TVs, (iii) Backlighting, (iv) Signalling & Indication and (v) Transportation.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of LED Products would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table. However, the weightage of total value of (d) Heat Sink or Thermal Management Solutions, (e) Secondary Optics and (f) System Fixture and Fitting shall not exceed 20% of the total BOM of the LED Product:

Main inputs in BOM/ stages for manufacture of LED Products	Value addition/ local content required for the input to be classified as domestic BOM
1	2
LED Emitter	Packaging from imported/ domestically fabricated Bare LED Die, subject to the condition that the Bare LED Die shall be domestically fabricated using imported/ domestically manufactured inputs.
Driving Electronics	Domestic assembly from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components (excluding the value of bare PCB) used in the assembly of "Driving Electronics" will be minimum 30% of the total value of parts and components used in the manufacture of "Driving Electronics".
Bare PCB including MCPCB	Domestically manufactured using imported/ domestically manufactured inputs.

Heat Sink or Thermal Management Solutions	Domestically manufactured using imported/ domestically manufactured inputs.
Secondary Optics	Domestically manufactured using imported/ domestically manufactured inputs.
System Fixture and Fitting	Domestically manufactured.
Final Assembly/ Testing	Domestically assembled/ tested meeting Indian Standards as notified from time to time.

4.9 Biometric Access Control/Authentication Devices

(A) Definition:

For the purpose of this Notification, Biometric Access Control/ Authentication Device shall include *inter-alia* a Finger Print Sensor/ Iris Sensor, Controller Module and Power supply. It may or may not contain a display unit. Some of the applications of Biometric Access Control/ Authentication Device are Physical access control, Time and Attendance control etc.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Biometric Access Control/ Authentication Device would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Biometric Access Control/ Authentication Device	Value addition/ local content required for the input to be classified as domestic BOM
1	2
Finger Print Sensor/ Iris Sensor	Domestically manufactured as notified (refer Paragraphs 4.10 and 4.11).

Main PCB (Controller Module)	Domestic assembly and testing from imported / domestically manufactured parts and components, excluding the value of bare PCB.
Bare PCB	Domestically manufactured from imported / domestically manufactured inputs.
Power Supply/ Battery(if separate)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Display Unit	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Optional features such as Camera, Keyboard, RFID, Smart Card Reader, GPRS Module, Wi-Fi, Blue Tooth etc.	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Plastic Housing	Domestically manufactured from imported/ domestically manufactured inputs.
USB Cables	Domestically manufactured from imported/ domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

4.10 Biometric Finger Print Sensors

(A) Definition:

For the purpose of this Notification, Biometric Finger Print Sensor consists of a Controller Module, CMOS Sensor and Optics. The applications of the Biometric Finger Print Sensor are personal identification and verification, etc.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Biometric Finger Print Sensor would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Biometric Finger Print Sensor	Value addition/local required for the input to be classified as domestic BOM
1	2
Main PCB (Controller Module)	Domestic assembly and testing using imported / domestically manufactured parts and components, excluding the value of bare PCB.
Optics	Domestically manufactured from imported / domestically manufactured inputs.
CMOS Sensor	Domestic assembly, packaging and testing of CMOS Sensor using imported/ domestically manufactured inputs*
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Plastic Housing	Domestically manufactured from imported / domestically manufactured inputs.
USB Cables	Domestically manufactured from imported /

	domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.11 Biometric Iris Sensors

(A) Definition:

For the purpose of this Notification, Biometric Iris Sensor consists of a Controller Module, CMOS Sensor and Optics. The applications of the Biometric Iris Sensor are personal identification and verification, etc.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of Biometric Iris Sensor would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Biometric Iris Sensor	Value addition/local content required for the input to be classified as domestic BOM
1	2
Main PCB (Controller Module)	Domestic assembly and testing using imported / domestically manufactured parts and components except value of bare PCB.
Optics	Domestically manufactured from imported/

	domestically manufactured inputs.
CMOS Sensor	Domestic assembly, packaging and testing of CMOS Sensor using imported/ domestically manufactured inputs*
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Plastic Housing	Domestically manufactured from imported/ domestically manufactured inputs.
USB Cables	Domestically manufactured from imported/ domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

**This shall be reviewed when the Semiconductor Fab in India is operational.*

4.12 Servers

(A) Definition:

For the purpose of this Notification, a Server shall necessarily consist of a Mother Board, CPU, Memory (RAM), Hard Disk Drive (HDD)/ Solid State Storage Drive (SSD), Power Supply Unit (SMPS), Chassis, Connecting Cables and Firmware & OS.

(B) Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Server would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/ stages for manufacture of Server	Value addition /local content required for the input to be classified as domestic BOM
1	2
Server Board/ Mother Board and CPU(s)/ GPU(s)	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU(s)/ GPU(s)** and excluding the value of bare PCB.
Memory Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive/ Solid State Storage Drive (SSD)	Domestic assembly and testing from imported/ domestically manufactured parts and components.
Cabinet + SMPS	Domestically manufactured Cabinet and domestic assembly and testing of SMPS from imported / domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 25% (of the total value of parts and components used in the manufacture of "SMPS").
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Accessories (Power Cables, Connectors, etc.)	Domestic assembly and testing from imported/ domestically manufactured parts and components.

(i) Final Assembly and Testing (ii) Design and Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM.
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** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s)/ GPU(s)/ processor(s), parts/ components on the bare PCB using the SMT process should mandatorily be done in India*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

4.13 Cellular Mobile Phones

(A) Definition:

For the purpose of this Notification, a Cellular Mobile Phone (Feature Phone or Smart Phone) shall necessarily consist of a Main Printed Circuit Board (PCB), Battery Pack, Display Unit, Key Pad/ Touch Panel, Charger/ Adapter, Microphone & Receiver, Vibrator Motor/ Ringer and Mechanics.

(B) Mechanism for calculation of local content:

The domestic BOM of Cellular Mobile Phones would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Cellular Mobile Phone	Value addition/ local content required for the input to be classified as domestic BOM
1	2
Main PCB*	Domestic assembly and testing from imported/ domestically manufactured parts and components including Processor and Semiconductor** BOM (i.e the Semiconductor Chips and Modules on Main

	PCB), and excluding value of bare PCB.
Bare PCB	Domestically manufactured from imported/ domestically manufactured inputs.
Battery Pack	Domestic assembly and testing of imported/ domestically manufactured inputs.
Charger/ Adapter	Domestic assembly and testing from imported/ domestically manufactured inputs.
Wired Headset	Domestic assembly and testing from imported/ domestically manufactured inputs.
Mechanics***	Domestic assembly and testing from imported/ domestically manufactured inputs.
Die Cut Parts***	Domestic assembly and testing from imported/ domestically manufactured inputs.
Microphone and Receiver	Domestic assembly and testing from imported/ domestically manufactured inputs.
Key Pad	Domestic assembly and testing from imported/ domestically manufactured inputs
USB Cable	Domestic assembly and testing from imported/ domestically manufactured inputs.
Camera Module	Domestic assembly and testing from imported/ domestically manufactured inputs.
Connectors	Domestic assembly and testing from imported/ domestically manufactured inputs.
Display Unit	Domestic assembly and testing from

	imported/ domestically manufactured inputs.
Touch Panel/ Cover Glass Assembly	Domestic assembly and testing from imported/ domestically manufactured inputs.
Vibrator Motor/ Ringer	Domestic assembly and testing from imported/ domestically manufactured inputs.
(i) Final Assembly and Testing (ii) Design and Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM.

** It is essential that the Printed Circuit Board Assembly (PCBA) of the processor/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational*

****Refer Annexure*

5. The Notification comes into effect immediately. This Notification shall remain valid till the revised Notification is issued.

6. No Electronic Product Notification under the Public Procurement (Preference to Make in India) Order 2017 shall have retrospective effect.

7. Purchase Preference shall be provided as per the provisions cited in the Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020 for the procurement of aforesaid electronics products.

8. The notification would also be applicable to all Central Schemes (CS)/ Central Sector Schemes (CSS) for the procurement of electronic products made by States and local bodies, if project or scheme is fully or partially funded by Government of India.

9. Procedure for calculating local content/ domestic value addition

9.1 Bill of Material sourced from domestic manufacturers (Dom-BOM) may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

- a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.
- b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.
- c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

9.2 Total Bill of Material (Total-BOM) may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

- a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).
- b. Ex-Factory Price of product minus profit after tax, minus warranty costs.
- c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

9.3 The percentage of domestic value-addition may be calculated based on information furnished as per the following formula:

$$\text{Percentage of local content/ domestic value-addition} = \frac{\text{Dom-BOM}}{\text{Total-BOM}} \times 100$$

It is recommended that each agency assessing should calculate the domestic local content/ value-addition using at least two of the above formulae so as to validate the assessments in this regard and ensure that the domestic value addition that is claimed is consistent.

10. Verification of local content/ Domestic Value Addition

- a. The local supplier at the time of tender, bidding or solicitation shall provide self-certification that the item offered meets the minimum local content and shall 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 crore, the local supplier shall 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. In case a complaint is received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/ domestic value addition in an electronic product, the same shall be referred to STQC.

d. Any complaint referred to STQC shall be disposed of within 4 weeks. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to STQC. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim.

e. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured electronic products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

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.

11. MeitY shall be the Nodal Ministry to monitor the implementation of the Electronic Products Notification.

12. In case of a question whether an item being procured is an electronic product to be covered under the Public Procurement (Preference to Make in India) Order 2017, the matter would be referred to the Ministry of Electronics and Information Technology for clarification.

Saurabh Gaur

(Saurabh Gaur)

Joint Secretary to Government of India

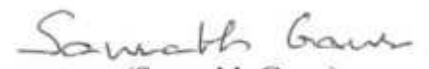
Tel.: 24363071

New Delhi, Dated: 07.09.2020

Copy to:

1. All Ministries/ Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. NITI Aayog

5. **Joint Secretary(DPIIT), Member-Convener of Standing Committee of Public Procurement Order 2017**
6. **Comptroller and Auditor General of India**
7. **SS&FA, Ministry of Electronics and Information Technology**
8. **Director General, Standardisation Testing and Quality Certification (STQC)**
9. **Internal Distribution**


(Saurabh Gaur)

Joint Secretary to Government of India
Tel.: 24363071

Indicative List of Mechanics and Die Cut Parts

A. Mechanics

1. Battery Cover (HS 39209999)
2. Front Cover (HS 39209999)
3. Front Cover (With Zinc Casting) (HS 39209999)
4. Middle Cover (HS 39209999)
5. GSM Antenna/ Antenna of any technology (HS 39209999)
6. Side Key (HS 85389000)
7. Main Lens (HS 39209999)
8. Camera Lens (HS 39209999)
9. Screw (HS 73181500)
10. Mic Rubber Case (HS 40169990)
11. Sensor Rubber Case/ Sealing Gasket including sealing gaskets/ cases from Rubbers like SBR, EPDM, CR, CS, Silicone and all other individual rubbers or combination/ combinations of rubbers (HS 40 1 69990)
 - 11.1 PU Case/ Sealing Gasket (HS 39269091) - Other articles of Polyurethane foam like sealing gaskets/ cases.
 - 11.2 Sealing Gaskets/ Cases from PE, PP, EPS, PC and all other individual polymers or combination/ combinations of polymers (HS 39269099)
12. SIM Socket/ Other Mechanical items (Metal) (HS 73269099)
13. SIM Socket/ Other Mechanical items (Plastic) (HS 39269099)
14. Back Cover (HS 39209999)

B. Die Cut Parts

1. Conductive Cloth (HS 39269099)
2. Heat Dissipation Sticker Battery Cover (HS 39199090)
3. Sticker-Battery Slot (HS 39199090)
4. Protective Film for Main Lens (HS 39199090)
5. Mylar for LCD FPC (HS 39199090)
6. LCD Conductive Foam (HS 39269099)
7. Film-Front Flash (HS 39199090)
8. LCD Foam (HS 39269099)
9. BT Foam (HS 39269099)

APPENDIX-IX TO ITB

AFFIDAVIT – INDIAN ESTABLISHMENT

AFFIDAVIT – INDIAN ESTABLISHMENT

[On non-judicial stamp paper of appropriate value & duly notarized]

[Applicable for sole foreign bidder/ consortium of two foreign entities / consortium of one foreign & one Indian entity / consortium of two Indian entities - delete those which are not applicable or specify applicability as per provision of BQC]

[The deponent must be any one out of CEO or CFO or Company Secretary or any Functional Director in Board of Members]

FORMAT OF AFFIDAVIT

AFFIDAVIT OF..... S/o D/o , resident of
..... EMPLOYED AS WITH
..... HAVING OFFICE AT
..... PIN

I, the above named deponent do hereby solemnly affirm and state as under:-

- 1) That, I/We, , {Name(s) and designation}, on behalf of M/s. {Name of entity} do hereby declare that our company {Name and address} is submitting bid against Bidding Document No. for {Name of tendered work/package}, issued by M/s Engineers India Ltd. for Bina Petchem & Refinery Expansion Projects (BPREP) of M/s BPCL, as a **sole foreign bidder / member of a consortium** [delete the one not applicable].
- 2) That, M/s {Name and address of Indian establishment} is our operating Indian establishment which is our **own establishment / subsidiary / affiliate** [delete the one not applicable] wherein we have controlling rights (i.e. *actual control or ownership in excess of 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity*) as on the last day of the month immediately previous to one in which bid is invited (i.e. the issue of IFB on e-tendering website).
- 3) That this Indian establishment:-
 - a) has been in operation for more than (in words) years <insert period shall be as per IFB/NIT> reckoned from the last day of the month immediately previous to one in which bid is invited (floated).
 - b) has at least <insert number as per IFB/NIT> technical (Graduate Engineers) employees (Project management, engineering, procurement, HSE, construction, etc.) on payrolls as the last day of the month immediately previous to one in which bid is invited (floated).
- 4) I depose accordingly,

SIGNATURE OF DEPONENT

VERIFICATION

I, the deponent above named, do hereby verify that the factual contents of this Affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at on thisday of 20

SIGNATURE OF DEPONENT

APPENDIX-X TO ITB

BIDDING FORMS

FOR

BINA PETCHEM AND REFINERY EXPANSION

PROJECTS (BPREP)

TABLE OF CONTENTS

<u>FORM NO.</u>	<u>DESCRIPTION</u>
A	FORM OF BID
B(I),B(II)	INFORMATION ABOUT BIDDER
C	DECLARATION BY THE BIDDER REGARDING BIDDING DOCUMENT
D(I),D(II), D(III)	TRC & FORM-10F
E	COMPLIANCE TO BID REQUIREMENT
F	EXCEPTIONS AND DEVIATIONS
G	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
H	FORMAT FOR BIDDERS' QUERIES
I	PROFORMA OF CERTIFICATE OF NON INVOLVEMENT OF AGENT
J	METHODOLOGY OF EXECUTION
K	DETAILS OF PROPOSED ORGANIZATION FOR HOME AND SITE OFFICE
L	DEPLOYMENT SCHEDULE OF CONSTRUCTION EQUIPMENT TOOLS & TACKLES PROPOSED FOR EXECUTION OF WORK
M	DEPLOYMENT SCHEDULE OF SUPERVISORY PERSONNEL
N	PROFORMA FOR BANK GUARANTEE IN LIEU OF EMD
O	ANNUAL TURNOVER, NET WORTH DETAILS
P	SELF DECLARATION
Q	DECLARATION OF BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST
R	DECLARATION CONFIRMING KNOWLEDGE ABOUT WORK SITE VISIT AND SURROUNDING CONDITIONS

FORM-A

FORM OF BID
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Serial No.**Date:**

To

Engineers India Limited

Sector-16(OnN.H.-8) Tower-1
(1st Floor), Gurugram-122001
Haryana (India)

Dear Sirs,

Having examined the Bidding Documents consisting of the Letter Inviting Bid / Invitation for Bids, Bidding Data Sheet, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Technical requirements, Time Schedule, Form of Agreement, Form of Bid, and Addendum(s) to the Bidding Documents (if any), and having understood the provisions of the said Bid Documents and having thoroughly studied the requirements of **BHARAT PETROLEUM CORPORATION LIMITED** in connection with the _____ (Tender Doc No.: _____) for **BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP) OF M/s BHARAT PETROLEUM CORPORATION LIMITED (BPCL)** and having conducted a thorough study of the job site(s)involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and/or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I/we hereby submit our bid/offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rates/prices quoted by me/us in Schedule of Rates/Price included within the Bid Documents and arrived at rates/prices for the services and supplies as per the Schedule of Rates/Price. If the work is awarded to me/us, I/we undertake to perform the work and make the supplies in accordance with the Contract Documents as defined in the Form of Agreement forming part of the bid documents and accept the terms and conditions of Contract as laid down therein and undertake to submit within 30 (Thirty) days of receipt of Notification of award of Bid for security deposit as specified in the Letter of Acceptance of bid by way of Bank Guarantee from a Scheduled Bank in India and to commence work at the job site and to sign the formal Contract in terms of the Proforma of Memorandum of Agreement (enclosed with GCC) forming part of Bid Documents within 30 (Thirty) days of receipt of the Letter of Award / Letter of Acceptance from BHARAT PETROLEUM CORPORATION LIMITED or as stipulated in the bidding document. I/We further undertake to keep my/our Bid/offer open for a period as mentioned in Bid Data Sheet from the date of opening of bids.

Yours faithfully,
(Signature(s) of the Bidders(s))

Name & Designation of authorised person signing the Bid on behalf of the Bidder(s)
Full Name and address of the Bidder(s)

FORM-B(I)**INFORMATION ABOUT BIDDER****(TO BE FURNISHED WITH BID)**

(To be furnished with the Bid separately for each consortium member in case of bids on consortium basis)

1.0	IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES	
a)	Amount of paid-up capital	
b)	Name of Directors	
c)	Date of Registration of Company	
d)	Copies of the Balance sheet of the company for the last 3 years.	
e)	Field of Business activities	
2.0	IN CASE OF INDIVIDUAL	
a)	Name of Business and it's Proprietor	
b)	Whether his business is registered.	
c)	Date of commencement of business.	
d)	Whether he pays Income Tax over Rs.10,000/- per year.	
e)	Field of Business activities	
3.0	IN CASE OF PARTNERSHIP	
a)	Name of Partners	
b)	Whether the partnership is registered.	
c)	Date of registration of firm.	
d)	If each of the partners of the firm pays income tax over Rs.10, 000/- a year and if so which of them pays the same.	
e)	Age of Partners	
f)	Field of Business activities	

(Signature & Seal of the Bidder)
Name and address of the Bidder

Form –B(II)**INFORMATION ABOUT BIDDER****(OTHER DETAILS)**

(THIS FORMAT SHALL BE APPLICABLE ONLY IN CASE CONSORTIUM BIDDING IS PERMITTED AS PER PROVISIONS OF NIT/IFB/BDS)

[in case of consortium bid, this form shall be submitted separately for each member of the consortium]

To

Engineers India Limited
Sector-16(OnN.H.-8) Tower-1
(1st Floor), Gurugram-122001
Haryana (India)

S.No.	DESCRIPTION	BIDDER'S REPLY
1.1	Legal Name of the Bidder (Company)	
1.2	Date of Business (Company) Establishment	Day Month Year
1.3	Country of registration and Registration Number:	
1.4	Address of Registered Office	<hr/> <hr/> City : _____ District : _____ State : _____ PIN/ZIP: _____
1.5	Operation/Working Address if different from above:	<hr/> <hr/> City : _____ District : _____ State : _____ PIN/ZIP: _____
1.6	Telephone Number(Incl. ISD & Area code, as applicable):	
1.7	Fax Number:	
1.8	Name & Mobile no. of Concerned person(s)	

S.No.	DESCRIPTION	BIDDER'S REPLY
1.9	E-mail address:	
1.10	Internet Website (If applicable)	
1.11	ISO Certification, if any	
2.0	Affiliates / Associates / Subsidiary Companies details	Name: Address:
		Name: Address:
		Name: Address:
		Name: Address:
3.0	GENERAL	
3.1	Income Tax PAN No. (In India) of the firm.	
3.2	Provident Fund Registration No. of the firm.	
3.3	ESI Registration No. of the firm	
3.4	GST Registration No. of the firm.	
4	<u>CONTRACTOR'S PROFILE</u>	

S.No.	DESCRIPTION	BIDDER'S REPLY
4.0 4.1	<p>Organisation Profile covering</p> <p>a) Contractor's Organization Chart from the upper hierarchy level to Managers level. Indicate Group or Division who will be responsible for execution of the EPC work and its management team.</p> <p>b) History & structure of the organisations with names of directors & chief executives.</p> <p>c) Copy of Memorandum and Article of Association of the Company or Board Resolution mentioning Chairman/ Chief Executive Officer / Managing Director of the Company.</p> <p>d) Memorandum of Understanding among the Consortium partners mentioning their area of responsibility and percent liability in financial terms in executing this contract on LSTK Basis.</p>	
4.2	Parent Company: state legal name and country of residence of direct parent company and the ultimate holding company, if any.	
4.3	Change of Ownership: has there been any major change of Ownership of the establishment over the past five (5) years. If so, kindly provide details and if not, please affirm by "NONE".	
4.4	<p>Affiliates / Associates / Subsidiary Companies:</p> <p>Provide details in the form of a graphic representation to clearly identify each of the CONTRACTOR's Affiliates / Associates / Subsidiary Companies and their interrelation to one another.</p>	

(Signature & Seal of the Bidder)
Name and address of the Bidder

FORM-C

DECLARATION BY THE BIDDER REGARDING BIDDING DOCUMENT

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents No. _____ (including but not limited to) the Commercial & Technical Requirements/ Specifications in the Bidding Document (all volumes/ parts) and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting the Table of Contents (Master index –Technical & Master index –Commercial) of Bidding Documents and amendments, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. We are not submitting the total Bidding Document as part of our Bid but undertake that said the Bidding Documents shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp on each page of these documents as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

SIGNED FOR AND ON BEHALF OF

(NAME OF BIDDER)

PLACE: _____

DATE: _____

NOTE: This declaration should be signed by the Bidder’s representative who is signing the Bid.

FORM-D(I)**(AS PER ITB/SCC)****COMPLIANCE TO REQUIREMENT OF PAN NO. , TAX RESIDENCY CERTIFICATE AND FORM NO.10F**

(APPLICABLE FOR FOREIGN BIDDER & FOREIGN MEMBERS OF CONSORTIUM , if permitted)

It is mandatory for the foreign bidder to furnish the following information in case his receipts are subject to tax deduction at source in India:

A. PAN No.

In case, where site services / site work is applicable, bidder shall furnish Indian Income Tax PAN number and Tax Residency Certificate (TRC).

In case of payments in the nature of interest, royalty, fees for technical services and payment on transfer of any capital asset, bidder has the option to submit the following details and PAN number is not required:

1. Name, email id, contact number; and
2. Address in the country of which the deductee is a resident; and
3. Tax Residency Certificate (TRC) from the Government of that country; and
4. Tax Identification Number/unique number of the deductee in the country of his residence.

As per the Indian Income Tax requirements, failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/Contractor/consultant

B. Tax Residency Certificate(TRC)

TRC containing prescribed particulars as per the **Bidding Form –D(II)** from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently the higher rate of withholding tax @ 25% (or as per prevalent rate) will be applicable and deducted from the payment made to supplier/Contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

C. Form 10F

In addition to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in form no. 10F (**Form –D(III)**). Form 10F has to be signed & verified by the assessee himself.

If some information is already contained in TRC, the bidder shall not be required to provide that information in Form no. 10F but even then Form no. 10F is required to be provided by the bidder. However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC.

The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier.

Failing submission of the above information, any additional tax liability on Owner, will be deducted from the payment due to the Supplier/Contractor.

FORM-D(II)

[TRC CERTIFICATE]

(APPLICABLE FOR FOREIGN BIDDER & FOREIGN MEMBERS OF CONSORTIUM , if permitted)

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

- (i) Name of the assessee;
- (ii) Status (individual, company, firm etc.) of the assessee;
- (iii) Nationality (in case of individual);
- (iv) Country or specified territory of incorporation or registration (in case of others);
- (v) 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;
- (vi) Residential status for the purposes of tax;
- (vii) Period for which the certificate is applicable; and
- (viii) Address of the applicant for the period for which the certificate is applicable

FORM-D(III)[FORM-10F]

ON THE LETTER-HEAD (APPLICABLE FOR FOREIGN BIDDER & FOREIGN MEMBERS OF CONSORTIUM , if permitted)

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

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

I.....*son/daughter of Shriin the capacity of.....(designation) do provide the following information, relevant to the previous year.....*in my case/in the case of..... for the purposes of sub-section (5) of* section 90/section 90A:—

SI No	Nature of Information	:	Details#
(i)	Status (individual; company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable.	:	

1. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number:

Verification

I..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the day of.....

.....

Signature of the person providing the information

Place:

Notes:

a. * Delete whichever is not applicable

b. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.....

FORM-E

**COMPLIANCE TO BID REQUIREMENT
(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)**

NAME OF WORK : _____
BIDDING DOCUMENT. : _____

We (*) hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments, issued by EIL on behalf of BPCL.

We confirm that during detailed engineering, we will review and recommend the required Special tools & tackles and Commissioning spares, wherever specified in the enquiry document and supply the same without any additional cost and time implication to Owner/Purchaser.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.

We further hereby confirm that the price quoted in the price bid are as per the provisions of the Bidding document and there is no deviation to the provisions in the price bid.

**

For and on behalf of
Authorised signatory

(Name and signature of authorized signatory)

Date:

* Here fill in the name of bidder.

** The bid compliance letter must be signed by the person (s) authorized to sign.

EXCEPTIONS AND DEVIATIONS

NAME OF WORK : _____

BIDDING DOCUMENT. : _____

SL. NO	BIDDING DOCUMENT REFERENCE			SUBJECT	DEVIATION
	PART NO./ VOLUME	PAGE NO.	CLAUSE NO.		

- NOTE :
1. If totally unavoidable, Bidder may stipulate deviations to the requirements of the Bidding Document only in this format.
 2. Bidder shall furnish Technical and Commercial deviations, if any, separately. Also, Technical deviations shall be furnished separately for each discipline i.e. Process, General Civil, Structural, Architectural, Piping, Mechanical Equipment, Pressure Vessels, Rotating Equipment, HMTD, Electrical, Instrumentation, Construction etc as applicable.
 3. Any deviations stated elsewhere in the bid shall not be taken into account and may render the bid non-responsive and liable for rejection. Deviation/Clarification in any other place shall be treated as null and void.

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE:

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work:

Bidding Doc. No.:

1/ We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-contractor(s) will engage Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:

Signature of Bidder: Date

Name of Signatory:

FORM-H

FORMAT FOR BIDDERS' QUERIES

NAME OF WORK : _____
BIDDING DOCUMENT : _____
NAME OF BIDDER : _____

SL. NO.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL REPLY
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		

NOTE:

1. The Pre-Bid Queries may be sent by e-mail to concerned persons, the details of which is provided in IFB
2. Also send the editable soft format through email.

SIGNATURE OF BIDDER : _____ **WITH SEAL/STAMP**

FORM – I

**PROFORMA OF CERTIFICATE OF
NON-INVOLVEMENT OF AGENT**

NAME OF WORK : _____
BIDDING DOCUMENT. : _____

Where Indian Agent/Consultant/Representative/Retainer/Associates is not involved, the bidder shall certify in the proforma given below on their letterhead.

This is to Certify that we have not engaged/involved any Indian Agent/ Representative/ Consultant/ Retainer/ Associates who is not our employee for the purposes of accompanying bid or any resultant Contract and therefore, no Agent's/ Retainer's/ Representative's/ Consultant's/ Associate's commission is payable in India or abroad against or in connection with any resultant Contract except for submission of Bank Guarantee and uploading of bid using Digital Signature Certificate as per provision of bidding document.

SIGNATURE OF THE BIDDER : _____
NAME OF THE BIDDER : _____
DATE : _____

SUBJECT: METHODOLOGY OF EXECUTION

NAME OF WORK : _____
BIDDING DOCUMENT. : _____

In this Proposal FORM, Bidder shall detail out **Methodology of Execution** of work, as applicable for the following:

In this Exhibit, Bidder shall furnish the following:

1. Methodology of execution of residual basic design and detailed engineering considering/ furnishing
 - Availability of 3D modelling with software as per Technical Section of bidding document along with details such as number of work stations, available experienced manpower etc.
 - Availability of latest IT communication system and Engineering Documentation Management & control & Transfer of deliverables
 - Exposure of engineering company for above software
 - Key personnel to be deployed by main bidder, either at Bidder's design office or design office of Engineering sub-contractor, for review, approval and monitoring.
2. Methodology of Construction Execution covering.
 - Mobilization of heavy-duty crane for installation of heavy lifts mentioned under (3) below.
 - working in Monsoon period
 - Extent of mechanization of construction processes/equipment
 - Expediting of material/equipment
 - Quality Assurance
 - HSE policy Implementation
3. Heavy Equipment
4. Any Other

(STAMP & SIGNATURE OF BIDDER)

DATE:

FORM-K**DETAILS OF PROPOSED ORGANISATION**

NAME OF WORK : _____
BIDDING DOCUMENT. : _____

The Bidder shall submit herein details of Head Office and Project/Site Organisation proposed to be deployed for execution of work. Bidder shall also furnish the bio-data of Site-in-Charge and key personnel to be deployed meeting the minimum criteria specified in the SCC/Technical Section of bidding document.

Bidder understand that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and/or categories, if required if directed by Engineer-in-Charge in order to compete the work within the completion schedule and quoted lumpsum price.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

FROM-L

DEPLOYMENT SCHEDULE OF CONSTRUCTION EQUIPMRNT

SL. NO.	DESCRIPTION	CAPACITY	DEPLOYMENT SCHEDULE (IN MONTH)																														TOTAL
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
1	CRANES																																
1.1	3200 MT																																
1.2	1250 MT																																
1.3	1000 MT																																
1.4	500 MT																																
1.5	300 MT																																
1.6	150 MT																																
1.7	75 MT																																
1.8	50 MT																																
1.9	20 MT																																
1.10	15 MT																																
1.11	10 MT																																
1.12	5 MT																																
2	DIESEL GENERATORS																																
2.1	500 KVA																																
2.2	300 KVA/250KV																																
2.3	150 KVA/125KV																																
3	Compressors																																
3.1	600 CFT																																
3.2	350 CFT																																
4	WELDING M/CS																																
4.1	DIESEL WELDING M/C																																
4.2	DIESEL GENERATOR																																
4.3	WELDING TRANS FORMERS/ RECTIFIERS																																

SL. NO.	DESCRIPTION	CAPACITY	DEPLOYMENT SCHEDULE (IN MONTH)																														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
4.4	TIG WELDING M/CS																																
5	GRIT BLASTING M/CS																																
6	SPRAY PAINTING M/CS																																
7	STRESS RELIEVING M/CS																																
8	RADIOGRAPHY M/CS																																
9	TEST PUMP																																
10	WATER PUMP																																
11	TRANSPORTATION EQPT																																
11.1	TRACTOR - TRAILOR																																
11.2	TRUCKS																																
11.3	BUS																																
12	JACKS																																
12.1	MECHANICAL																																
12.2	HYDRAULIC																																
13	CIVIL																																
13.1	EXCAVATORS																																
13.2	DUMPERS																																
13.3	BATCHING PLANT																																
13.4	CONCRETE PUMP CAR																																
13.5	TRANSIT MIXER																																
13.6	MIXER																																
13.7	VIBRATORS																																
13.8	COMPACTORS																																
13.9	THEODOLITES																																
14.0	OTHERS																																

SL. NO.	DESCRIPTION	CAPACITY	DEPLOYMENT SCHEDULE (IN MONTH)																														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
14.1	INSULATION TESTING EQUIPMENT																																
14.2	SECONDARY INJECTION TESTING KIT																																
14.3	METERS, TOOLS & TACKLES ETC.																																
14.4	CALIBRATION EQUIPMENT																																
14.5	OTHER TOOLS & TACKLES																																
14.6	MULTI METERS CALIBERAT-ORS ETC.																																
14.7	BATCHING PLANT																																

_(STAMP & SIGNATURE OF BIDDER)

Note – The Schedule shall be modified as per the Time Schedule

Bidder to add other equipment’s as required

FORM-M

DEPLOYMENT SCHEDULE OF SUPERVISORY PERSONNEL

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE (IN MONTH)																														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
1	PROJECT MANAGEMENT																															
1.1	PROJECT MANAGER																															
1.2	PLANNING MANAGER																															
1.3	PLANNING ENGINEERS																															
2	RESIDUAL DESIGN AND DETAILED ENGINEERING																															
2.1	PROJECT ENGINEERING MANAGER																															
2.2	ENGINEERING COORDINATOR																															
2.3	ENGG. PERSONNEL FOR VARIOUS DISCIPLINE																															
2.3.1	CIVIL STRUCTURAL																															
(i)	ENGINEERS																															
2.3.2	PRESSURE VESSELS																															
2.3.3	MECHANICAL EQPT/ ROTARY EQPT.																															
2.3.4	PIPING																															
(i)	ENGINEERS																															
2.3.5	ELECTRICAL																															
(i)	ENGINEERS																															
2.3.6	INSTRUMENTATION																															
(i)	ENGINEERS																															
2.3.7	MISCELLANEOUS																															

SL. NO.	DESCRIPTION	DEPLOYMENT															SCHEDULE (IN MONTH)										TOTAL				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25		26	27	28	29
3	PROCUREMENT																														
3.1	PURCHASE																														
3.1.1	PURCHASE MANAGER																														
3.1.2	PURCHASE COORDINATOR																														
3.1.3	PURCHASE OFFICER																														
3.2	INSPECTION																														
3.2.1	INSPECTION MANAGER																														
3.2.2	INSPECTORS																														
3.3	EXPEDITING																														
3.3.1	EXPEDITING COORDINATOR																														
3.3.2	EXPEDITORS																														
3.4	CUSTOM CLEARANCE, IMPORT LICENCE, TRANSPORTATION PERSONNEL																														
4	SITE CONSTRUCTION																														
4.1	PROJECT MANAGER																														
4.2	CONSTRUCTION MANAGER																														
4.3	CIVIL STRUCTURAL																														
4.3.1	LEAD ENGINEER																														
4.3.2	SITE ENGINEER																														
4.3.3	SUPERVISORS																														
4.4	MECHANICAL WORKS																														
4.4.1	LEAD ENGINEER																														
4.4.2	SITE ENGINEER																														
4.4.3	SUPERVISORS																														

SL. NO.	DESCRIPTION	DEPLOYMENT														SCHEDULE (IN MONTH)														TOTAL		
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28		29	30
4.5	PIPING WORK																															
4.5.1	LEAD ENGINEER																															
4.5.2	SITE ENGINEER																															
4.5.3	SUPERVISORS																															
4.6	ELECTRICAL WORK																															
4.6.1	LEAD ENGINEER																															
4.6.2	SITE ENGINEER																															
4.6.3	SUPERVISORS																															
4.7	INSTRUMENTATION WORK																															
4.7.1	LEAD ENGINEER																															
4.7.2	SITE ENGINEER																															
4.7.3	SUPERVISORS																															
4.8	QUALITY ASSURANCE/ QUALITY CONTROL																															
4.8.1	QC/QA MANAGER																															
4.8.2	INSPECTOR (CIVIL)																															
4.8.3	INSPECTOR (PIPING)																															
4.8.4	INSPECTOR (MECH EQPT)																															
4.9	SAFETY ENGINEER																															
4.10	SITE ENGINEERING WORKS																															
4.10.1	ENGINEERS																															
4.10.2	SUPERVISORS																															
4.11	COMPUTER ENGINEER																															
4.12	ADMINISTRATION MANAGER																															
4.13	MISCELLANEOUS																															
4.14	WAREHOUSE PERSONNEL																															

SL. NO.	DESCRIPTION	DEPLOYMENT														SCHEDULE (IN MONTH)											TOTAL				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25		26	27	28	29
4.15	MATERIAL MANAGER																														
4.16	COMMISSIONING																														
i)	COMMISSIONING COORDINATOR																														
ii)	COMM ENGINEER (SHIFT- IN-CHARGE)																														
iii)	CONTROL ROOM COORDINATOR																														
iv)	FIELD SUPERVISOR																														
v)	TECHNICIAN																														
Vi)	Any Other																														

Note – The Schedule shall be modified as per the Time Schedule mentioned in IFB

(STAMP & SIGNATURE OF BIDDER)

FORM-N
FORMAT OF BANK GUARANTEE/ INSURANCE SURETY BOND
IN LIEU OF EARNEST MONEY DEPOSIT / BID SECURITY-
[AS PER ATTACHMENT OF GCC]

FORM-O

ANNUAL TURNOVER , NET WORTH & WORKING CAPITAL DETAILS

[in case of consortium bid, this form shall be submitted separately for each member of the consortium]

Bidder shall furnish details, which pre-qualify them in line with Financial Criteria mentioned under **IFB Clause 5.3.**

A. ANNUAL TURNOVER

Annual Turnover data for the last Three Financial years ending 31st March/ 31st December

FINANCIAL YEAR (F.Y.)	ANNUAL TURNOVER (indicate currency) [As per Audited Financial Statement]	ANNUAL TURNOVER (In US\$, for Foreign Bidder/ In INR for Indian Bidder) [As on Date of Audited Financial Statement]	Bidder's Currency to US\$ conversion factor, as on Date of Audited Financial Statement [Applicable if Turnover is not in INR or US\$]	Schedule Reference, Page No., Clause. No. of Financial Statement
F.Y. _____				
F.Y. _____				
F.Y. _____				
AVERAGE ANNUAL TURNOVER OF ABOVE 3 YEARS				

NOTE: Annual Turnover shall be calculated including Excise Duty / GST (as applicable) but excluding other Incomes

B. NET WORTH

Networth of the **immediate preceding financial year** (based on audited financial results)

FINANCIAL YEAR	NET WORTH (indicate currency also) [As per Audited Financial Statement]	NET WORTH (POSITIVE or NEGATIVE)
F.Y. _____		

Formulae for working out Net Worth :

Net worth calculation: Net worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Net worth has been calculated using the following formula, as per provisions of the enquiry document:

Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted.

S. No.	Description	As shown in Audited Financial Statement	
		Figure (In Currency _____)	Schedule Reference, Page no., Clause no.
A	Paid up Share capital		
B	Add : Share Application Money pending allotment		
C	Add : Reserves (As defined above)		
D	Less : Accumulated Losses		
E	Less: Deferred Revenue Expenditure to the extent not written off		
F	Net Worth (A+B+C-D-E)		

SELF DECLARATION/CERTIFICATION**FORM-P**

Bidder's declaration as furnished herein below shall supersede the stipulations mentioned elsewhere in their bid.

SL. NO.	DESCRIPTION	BIDDER'S DECLARATION
1.	We confirm that we are not on Holiday/Negative list of EIL/BPCL/MoPNG as on date of submission of our bid.	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
2.	We confirm that we are not under liquidation, court receivership or similar proceedings.	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
3.	<p>We confirm that we are not involved in any Litigation/ Arbitration. (or)</p> <p>We confirm that the current Litigation / Arbitration, in which bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations Under contract are performed.</p>	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm (OR) <input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
4.	Whether any of the directors of bidder is a relative of any director of BPCL/EIL or the bidder is a firm in which any director of BPCL/EIL or his relative is a partner of the bidder or a private company in which any director of BPCL/EIL is a director.	<input type="checkbox"/> No relation <input type="checkbox"/> Yes (Provide details)
5.	We confirm that the content of the Enquiry Document including Price Schedule and Corrigendum/ Addendum (if any) have not been altered or modified.	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
6.	We confirm that we are not under a declaration of ineligibility by OWNER for Fraudulent practices as defined at clause no. 45.0 of ITB.	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
7.	We confirm that we do not have Conflict of Interest with Licensor/PMC other participating agencies as per provisions of IFB/NIT/LIB & ITB	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm

FORM-Q**DECLARATION OF BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/
NEGATIVE LIST****In the case of company:**

We, M/s _____, hereby declare that we have not been placed on any BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST declared by **Engineers India Ltd./ Bharat Petroleum Corporation Ltd.** or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) or any Government Department / Quasi Government agencies/Public Sector, except as indicated below:

(Here give particular of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, and in absence thereof, state "NIL".)

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____, which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been banned or placed on BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST declared by **Engineers India Ltd./ Bharat Petroleum Corporation Ltd.** or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) or any Government Department / Quasi Government agencies/ Public Sector, except as indicated below:

(Here give particulars of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been banned or placed on BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST declared by **Engineers India Ltd./ Bharat Petroleum Corporation Ltd.** or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) or any Government Department / Quasi Government agencies/Public Sector, except as indicated below:

(Here give particulars of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, **Bharat Petroleum Corporation Ltd** or its Administrative Ministry or its authorised representative, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM-R

DECLARATION CONFIRMING KNOWLEDGE ABOUT WORKSITE VISIT AND
SURROUNDING CONDITIONS

To,

BHARAT PETROLEUM CORPORATION LTD.

Dear Sir,

Sub: **Declaration confirming knowledge about Work Site visit and surrounding conditions**

Ref: 1) Tender Name.....

2) Tender Reference No:..... ,

3) All other pertinent addendum/corrigendum/amendment

I/We, _____ hereby declare and confirm that we have visited the Project work Sites and its surrounding as referred in BPCL Tender Specifications and acquired full knowledge and information that may be necessary for preparing the bid and entering into the Contract if selected.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

APPENDIX-XI TO ITB

CORPORATE GUARANTEE (CG) FORMAT

: FORMAT FOR CORPORATE GUARANTEE

This Corporate Guarantee made on this ___ day of _____ month _____ year by M/s _____ (Parent Company/Group Company/affiliate), a Company organized and existing under the laws of _____ and having its registered office at _____ (hereinafter referred to as the "Guarantor" which expression shall unless repugnant to the subject or context deemed to include their successors and assignees) at the request and/or behest of _____, a Company organized and existing under the laws of _____ having its registered office at _____ (hereinafter referred to as "Bidder"), in favour of _____ (insert name of client), a Public Company organized under the laws of India having its Registered office at _____ (hereinafter referred to as "Beneficiary").

Whereas:

The Beneficiary floated a public tender dated _____ no. _____ for _____ (Purpose). The Bidder has submitted its quotation dated _____ and has represented to the Beneficiary that the Bidder is the wholly owned subsidiary/Group Company/affiliate of the Guarantor and that the Bidder has access to and the Guarantor shall make available necessary financial and technical support as required by the Bidder for successful execution of the contract, if awarded to the Bidder, for the Purpose. Accordingly, the Guarantor is ready and willing to give this Corporate Guarantee on the terms and conditions hereinafter contained.

We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary, the performance by the Bidder of its obligations under the terms and conditions of the tender and the contract, upon the contract being awarded to them. The Guarantor shall execute such other deeds and documents as may be desired by the Beneficiary in this regard.
2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidder all financial, technical support and expertise, expert manpower and procurement assistance and project management and other resources required to ensure that the Bidder can carry out its obligations as per the tender terms and conditions and that the Bidder at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.
3. The Guarantor hereby agrees that if the Bidder shall in any respect commit any breach or fails to fulfill any of the terms of the contract/tender or complete it in all respects or if there is a failure to make any supplies or if any material, equipment or machinery under the contract so supplied is not of the required specifications or does not perform as envisaged under the contract, then the

Guarantor undertakes to forthwith perform the same and fulfill all the obligations required under tender/contract terms & conditions (including payment of any liquidated damages) on behalf of the Bidder without any extra cost and time implications. The decision of the Beneficiary with respect to breach/failure by the Bidder shall be final and binding on the Guarantor.

4. The Guarantor further undertakes to indemnify and keep harmless the Beneficiary against all losses, damages, expenses, claims, costs (including legal costs and attorney fees) which may be suffered or incurred or threatened to be suffered or incurred by the Beneficiary due to the failure or breach on the part of the Bidder under the contract and/or the Guarantor under this Guarantee.
5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Bidder shall continue to be the wholly owned subsidiary/affiliate/group company of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Bidder or the Guarantor.
6. The Guarantor's liabilities under this Guarantee shall not exceed the maximum limit liability (if any) of the Bidder under the tender/contract terms and conditions.
7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall be independent of any other security given under the contract and remain in full force until all the obligations of the Bidder under the tender/contract have been fully performed and discharged and/or all sums of money payable to Beneficiary have been fully paid.
8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by:-
 - a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidder or the Guarantor.
 - b) Any amendment to the contract (including any extension of time) or any waiver granted to the Bidder.
 - c) The dissolution, amalgamation, reconstruction or reorganization of the Bidder or the Guarantor.
9. NOTICE:

Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below and shall be deemed to be validly served after two days from the date thereof:-

For Guarantor

Attention of
Mailing Address
Email Address
Fax No.

For Beneficiary
Attention of

Mailing Address

Email Address

Fax No.

- 10.No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
- 11.No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
- 12.The Guarantor confirms that it has all the necessary powers and corporate authority to issue this Guarantee in favour of the Beneficiary and this Guarantee constitutes a valid legal and enforceable document under the law to which it is subject. The undersigned has full power to issue this Guarantee under the power of Attorney /Resolution of Board of Directors Dated----- granted to him by the Guarantor.
- 13.GOVERNING LAW AND JURISDICTION: This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient.
- 14.DISPUTE RESOLUTION: Any dispute arising out of or in relation to this Guarantee shall be resolved by arbitration as per the provision set out in the tender document.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,Witness

_____ Signature :

(Signature)Name :

Corporate Seal / Designation :

Date:

APPENDIX-XII TO ITB

SITE VISIT BY FOREIGN NATIONALS

SITE VISIT BY FOREIGN NATIONALS

If any foreign national representing the Bidder intends to visit the site, the following details must be submitted along with his request for site visit.

- a. Clearance from Indian Ministry as per the requirement of Government of India.
- b. Name & Surname
- c. Passport No. date and place of issue
- d. Copy of Passport of visitor(s) (with clear coloured scanned copy)
- e. Visa Document(with clear coloured scanned copy)
- f. Duration of visit
- g. Purpose of visit
- h. Details regarding stay
- i. Date visited India last
- j. Purpose
- k. Duration of the last visit and
- l. Occupation

The above Details may be sent first thru e-mail followed by hard copy.

The above details shall be furnished to Resident Construction Manager-EIL/BPCL as per the contact address for site visit mentioned in the Invitation to Bid (IFB)/ Bid Datasheet (BDS), one week before the date of site visit.

APPENDIX-XIII TO ITB

**PROCUREMENT FROM A BIDDER
FROM A COUNTRY SHARING LAND
BORDER WITH INDIA**

Tender Clause on Procurement from Bidders from Country(ies) sharing land border with India

- 1.0 Department of Expenditure (DoE) vide O.M. No. 7/10/2021-PPD(1) dated 23.02.2023 has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in>).
- 2.0 **Requirement of registration from Competent Authority:**
- 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, specified in Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023..
 - ii). 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 of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.
- 3.0 **This Order shall not apply to the following special cases:**
- i). 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.
 - ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.
 - iii). 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.
 - iv). 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.
- 4.0 **Definitions:**
- i). **"Bidder"** (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.

key *Imp*

- ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.
- iii). **"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.)
- iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in paragraph 5.0, occurring on or after 23.07.2020.
- v). **"Bidder (or entity) from a country which shares a land border with India"** 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.
- vi). **Beneficial Owner** for the purposes of paragraph 4.0 v) (d) will be as under:
 - a) **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: -
 - 1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - 2. "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;
 - b) **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;
 - c) **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;

[Handwritten signatures]

- d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;
- e) **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.
- vii). **"Agent"** 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.]

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

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

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.

6.0 **Sub-contracting in works contracts**

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 given in above paragraph 4.0 v).

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

7.0 **Certificate regarding compliance**

Bidder shall submit a certificate of Compliance in the enclosed Form-I A/ Form-I B/ Form - II (as applicable).

This certificate shall be on the Bidder's Letter head and shall be duly signed & stamped by the authorised signatory of the Bidder.

In case at any stage, it is found that the certification given by the Bidder is false, their Bid shall be rejected and shall be liable for other penal actions like placement on Suspension/ Banning or forfeiture of EMD (if applicable). However, if this is found after order placement, this would be ground for immediate termination and further legal actions in accordance with law/provisions of Bidding Document including Suspension/Banning and forfeiture of CPBG/ Security Deposit.

**Key* *length*

BIDDER'S UNDERTAKING**(On Company's Letter Head)**

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I hereby certify that, Bidder M/s _____ (Name of the Bidder) is:

i).	Not from such a country	[]
ii).	If from such a country, has been registered with the Competent Authority	[]

Notes:

- a) Bidder to tick appropriate option (✓) in either i) or ii) above)
- b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"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 hereby certify that, Bidder M/s _____ (Name of the Bidder) is:

i).	Not from such a country	[]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[]
Notes: a) Bidder to tick appropriate option (✓) in either i) or ii) above) b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):



Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. Bidder M/s _____ (Name of the Bidder), hereby certify that,

i).	Bidder does not have any ToT arrangement requiring registration with the competent authority	[]
ii).	Bidder has valid registration to participate in this procurement	[]
Notes:		
a) Bidder to tick appropriate option (✓) in either i) or ii) above)		
b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):

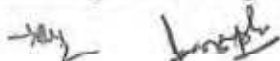
Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder



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

- 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

(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 of 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 of 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

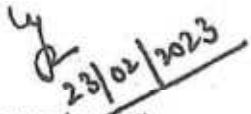
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / 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-III. 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.


(Kanwalpreet)
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.

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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.

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.]"

APPENDIX-XIV TO ITB

NDA FORMAT FOR ENGINEERING SUB-CONTRACTOR

[Not Applicable]

APPENDIX-XV TO ITB

Ministry of MSME Gazette Notification No. 2119(E)
Dated 26.06.2020



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असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

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सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

अधिसूचना

नई दिल्ली, 26 जून, 2020

का.आ. 2119(अ).—केन्द्रीय सरकार, सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 (2006 का 27), जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 7 की उप-धारा (9) के साथ पठित उप-धारा (1) और धारा 8 की उप-धारा (3) के साथ पठित उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र, असाधारण, भाग II, खंड 3, उप-खंड (ii) में प्रकाशित भारत सरकार के सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की अधिसूचना सं. का.आ.1702(अ), तारीख 1 जून, 2020, का.आ.2052(अ), तारीख 30 जून, 2017, का.आ. 3322(अ), तारीख 1 नवम्बर, 2013 और का.आ. 1722(अ) तारीख 5 अक्टूबर, 2006 को, उन बातों के सिवाय अधिकांश करते हुए जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने का लोप किया गया है इस निमित्त सलाहकार समिति की सिफारिशों को अभिप्राप्त करने के पश्चात् 1 जुलाई, 2020 से सूक्ष्म, लघु और मध्यम उद्यम के रूप में वर्गीकरण के लिए कतिपय मानदंड अधिसूचित करती है और ज्ञापन (जिसे इस अधिसूचना में इसके पश्चात् “उद्यम रजिस्ट्रीकरण” कहा गया है) फाइल करने की प्ररूप और प्रक्रिया विनिर्दिष्ट करती है, अर्थात्:--

1. उद्यमों का वर्गीकरण.—उद्यम को निम्नलिखित मानदंडों के आधार पर सूक्ष्म, लघु या मध्यम उद्यम में वर्गीकृत किया जाएगा, अर्थात्:-

- (i) ऐसा सूक्ष्म उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान एक करोड़ रुपए से अधिक नहीं है और आवर्तन पांच करोड़ रुपए से अधिक नहीं है;

- (ii) ऐसा लघु उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान दस करोड़ रुपए से अधिक नहीं है और आवर्तन पचास करोड़ रुपए से अधिक नहीं है; और
- (iii) ऐसा मध्यम उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान पचास करोड़ रुपए से अधिक नहीं है और आवर्तन दो सौ पचास करोड़ रुपए से अधिक नहीं है।

2. सूक्ष्म, लघु या मध्यम उद्यम के अंतर्गत शामिल होना:--

- (1) कोई व्यक्ति जो सूक्ष्म, लघु या मध्यम उद्यम स्थापित करने की आशय रखता है, स्व-घोषणा के आधार पर उद्यम रजिस्ट्रीकरण पोर्टल में ऑनलाइन उद्यम रजिस्ट्रीकरण के लिए आवेदन कर सकेगा जिसमें दस्तावेज, कागजात, प्रमाणपत्रों या सबूत को अपलोड करने की कोई आवश्यकता नहीं है।
- (2) रजिस्ट्रीकरण के समय उद्यम (जिसे उद्यम रजिस्ट्रीकरण पोर्टल में “उद्यम” कहा गया है) को “उद्यम रजिस्ट्रीकरण संख्या” के रूप में ज्ञात एक स्थायी पहचान संख्या दी जाएगी।
- (3) रजिस्ट्रीकरण प्रक्रिया पूरी होने पर “उद्यम रजिस्ट्रीकरण प्रमाण पत्र” अर्थात् एक ई-प्रमाणपत्र जारी किया जाएगा।

3. वर्गीकरण के लिए विनिधान और आवर्तन के संबंध में समेकित मापदंड-

- (1) किसी उद्यम को सूक्ष्म, लघु या मध्यम के रूप में वर्गीकरण के लिए विनिधान और आवर्तन का एक समेकित मापदंड लागू होगा।
- (2) यदि कोई उद्यम अपनी वर्तमान श्रेणी के लिए विनिधान या आवर्तन के दोनों मानदंड में से किसी अधिकतम सीमा को पार करता है, तो वह उस श्रेणी में अस्तित्वहीन हो जाएगा तथा उसे अगली उच्चतर श्रेणी में रखा जाएगा किन्तु किसी भी उद्यम को तब तक निम्नतर श्रेणी में नहीं रखा जाएगा जब तक वह विनिधान तथा आवर्तन के दोनों मापदंडों में अपनी वर्तमान श्रेणी के लिए विनिर्दिष्ट अधिकतम सीमा के नीचे नहीं चला जाता हो।
- (3) वस्तु और सेवा कर पहचान संख्या (जीएसटीआईएन) सहित सभी इकाइयां, जिन्हें समान स्थायी खाता संख्या (पैन) के लिए सूचीबद्ध किया गया है, को सामूहिक रूप से एक उद्यम के रूप में माना जाएगा और ऐसी सभी इकाइयों के लिए विनिधान और आवर्तन संबंधी आंकड़ों पर सामूहिक रूप से ध्यान दिया जाएगा तथा सूक्ष्म, लघु या मध्यम के रूप में श्रेणी का विनिश्चय करने के लिए केवल कुल मूल्य पर विचार किया जाएगा।

4. संयंत्र और मशीनरी या उपस्कर में विनिधान की गणना:-

- (1) संयंत्र और मशीनरी या उपस्कर में विनिधान की गणना को आय कर अधिनियम, 1961 के तहत फाइल किए गए पूर्ववर्ती वर्षों के आयकर रिटर्न (आईटीआर) से जोड़ा जाएगा।
- (2) नए उद्यम की दशा में, जहां कोई पूर्व आईटीआर उपलब्ध नहीं है, वहां उद्यम के संप्रवर्तक के स्व-घोषणा के आधार पर विनिधान किया जाएगा और ऐसी छूट उस वित्त वर्ष में 31 मार्च के पश्चात समाप्त हो जाएगी जिसमें वह उद्यम अपना पहला आईटीआर फाइल करता है।
- (3) उद्यम के “संयंत्र और मशीनरी या उपस्कर” का वही अर्थ होगा जो आयकर अधिनियम, 1961 के अधीन विरचित आयकर नियम, 1962 में संयंत्र और मशीनरी में उसका है और इसमें सभी मूर्त अस्तियाँ (भूमि और भवन, फर्नीचर और फिटिंग से भिन्न) शामिल होंगी।

- (4) यदि उद्यम बिना किसी आईटीआर का नया है, तो संयंत्र और मशीनरी या उपस्कर की खरीद (इन्वॉइस) मूल्य, चाहे पहली बार या दूसरी बार खरीदा गया हो, माल और सेवा कर (जीएसटी) को छोड़कर, स्व-प्रकटीकरण के आधार पर हिसाब में लिया जाएगा।
- (5) अधिनियम की धारा 7 की उप-धारा (1) के स्पष्टीकरण I में निर्दिष्ट कुछ वस्तुओं की लागत को संयंत्र और मशीनरी में विनिधान की राशि की गणना से बाहर रखा जाएगा।

5. आवर्तन की गणना—

- (1) वर्गीकरण के प्रयोजन के लिए कोई उद्यम, चाहे वह सूक्ष्म, लघु या मध्यम हो, के आवर्तन की गणना करते समय माल या सेवाओं या दोनों के निर्यात को बाहर रखा जाएगा।
- (2) उद्यम के लिए आवर्तन और निर्यात आवर्तन के संबंध में जानकारी आयकर अधिनियम या केंद्रीय माल और सेवा अधिनियम (सीजीएसटी अधिनियम) और जीएसटीआईएन से संबद्ध होगी।
- (3) ऐसे उद्यम के आवर्तन संबंधी आंकड़े, जिनके पास पैन नहीं है, को 31 मार्च, 2021 तक की अवधि के लिए स्व-घोषणा के आधार पर माना जाएगा और उसके पश्चात्, पैन और जीएसटीआईएन अनिवार्य होगा।

6. रजिस्ट्रीकरण की प्रक्रिया—

- (1) रजिस्ट्रीकरण के लिए प्ररूप उद्यम रजिस्ट्रीकरण पोर्टल में उपलब्ध कराया जाएगा।
- (2) उद्यम रजिस्ट्रीकरण फाइल करने के लिए कोई फीस नहीं होगा।
- (3) उद्यम रजिस्ट्रीकरण के लिए आधार संख्या अपेक्षित होगी।
- (4) आधार संख्या स्वामित्व फर्म के मामले में स्वत्वधारी की होगी, भागीदारी फर्म के मामले में प्रबंधक भागीदार की और हिंदू अविभक्त कुटुंब (एचयूएफ) के मामले में कर्ता की होगी।
- (5) कंपनी या सीमित देयता भागीदारी या किसी सहकारी समिति या सोसाइटी या ट्रस्ट के मामले में, संगठन या उसके प्राधिकृत हस्ताक्षरकर्ता अपने आधार संख्या सहित अपना जीएसटीआईएन और पैन उपलब्ध करेंगे।
- (6) यदि कोई उद्यम पैन सहित उद्यम के रूप में सम्यकरूप से रजिस्ट्रीकृत है, तो पूर्व वर्षों की किसी भी जानकारी की कमी, जब उसके पास पैन नहीं था, को स्व-घोषणा के आधार पर भरा जाएगा।
- (7) कोई भी उद्यम एक से अधिक उद्यम रजिस्ट्रीकरण फाइल नहीं करेगा:
परन्तु विनिर्माण या सेवा या दोनों प्रकार की गतिविधियों को एक उद्यम रजिस्ट्रीकरण में विनिर्दिष्ट किया या जोड़ा जाए।
- (8) यदि कोई जानबूझकर दुर्ब्यपदेशन जानकारी देता है या उद्यम रजिस्ट्रीकरण या उन्नयन प्रक्रिया में दिखाई देने वाले स्व-घोषित तथ्यों और आंकड़ों को छिपाने का प्रयास करता है, तो वह अधिनियम की धारा 27 के अधीन विनिर्दिष्ट दंड का पात्र होगा।

7. विद्यमान उद्यमों का रजिस्ट्रीकरण.—

- (1) ईएम-भाग-II या यूएएम के अधीन रजिस्ट्रीकृत सभी विद्यमान उद्यम 1 जुलाई, 2020 को या उसके पश्चात् उद्यम रजिस्ट्रीकरण पोर्टल पर फिर से रजिस्ट्रीकरण करेंगे।
- (2) 30 जून, 2020 तक रजिस्ट्रीकृत सभी उद्यमों को इस अधिसूचना के अनुसार फिर से वर्गीकृत किया जाएगा।
- (3) 30 जून, 2020 से पहले रजिस्ट्रीकृत विद्यमान उद्यम केवल 31 मार्च, 2021 तक की अवधि के लिए विधिमान्य रहेंगे।
- (4) सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के अधीन किसी अन्य संगठन के साथ रजिस्ट्रीकृत उद्यम, उद्यम रजिस्ट्रीकरण के अधीन स्वयं को रजिस्ट्रीकृत करेंगे।

8. सूचना का अद्यतन और वर्गीकरण में संक्रमण अवधि—

- (1) उद्यम रजिस्ट्रीकरण संख्या वाला कोई उद्यम पूर्ववर्ती वित्तीय वर्ष के लिए आईटीआर और जीएसटी रिटर्न के ब्यौरे सहित उद्यम रजिस्ट्रीकरण पोर्टल में ऑनलाइन अपनी सूचना तथा ऐसी अन्य अतिरिक्त सूचना, जो अपेक्षित हो, स्व-घोषणा के आधार पर अद्यतन करेगा।
- (2) ऑनलाइन उद्यम रजिस्ट्रीकरण पोर्टल में विनिर्दिष्ट अवधि के भीतर सुसंगत जानकारी अद्यतन करने में विफल होने पर उसका स्तर रद्द किए जाने के लिए उद्यम स्वयं जिम्मेदार होगा।
- (3) प्रदान की गई जानकारी या आईटीआर या जीएसटी रिटर्न सहित सरकारी स्रोतों से प्राप्त की गई जानकारी के आधार पर उद्यम के वर्गीकरण को अद्यतन किया जाएगा।
- (4) किसी उद्यम की क्रमिक वृद्धि (निम्नतर से उच्चतर श्रेणी में) अथवा क्रमिक ह्रास (निम्नतर श्रेणी की ओर अग्रसर होना) की स्थिति में उद्यम को उसके स्तर में होने वाले परिवर्तन के बारे में सूचित किया जाएगा।
- (5) संयंत्र और मशीनरी या उपस्कर में विनिधान या आवर्तन अथवा दोनों में उच्चतर परिवर्तन तथा परिणामस्वरूप पुनः वर्गीकरण की स्थिति में उद्यम रजिस्ट्रीकरण के वर्ष के समाप्त होने से लेकर एक वर्ष की समाप्ति तक अपने वर्तमान स्तर को बरकरार रखेगा।
- (6) किसी उद्यम के क्रमिक ह्रास की स्थिति में, चाहे वह पुनः वर्गीकरण के परिणामस्वरूप हुआ हो या संयंत्र और मशीनरी अथवा उपस्कर में विनिधान या आवर्तन में वास्तविक परिवर्तन अथवा दोनों के कारण हुआ हो तथा चाहे उद्यम अधिनियम के अधीन रजिस्ट्रीकृत हो अथवा नहीं, उद्यम वित्तीय वर्ष की समाप्ति तक अपनी वर्तमान श्रेणी में बना रहेगा तथा उसे ऐसे परिवर्तन वाले वर्ष के पश्चात् के वित्तीय वर्ष के 1 अप्रैल से परिवर्तित स्तर का लाभ प्रदान किया जाएगा।

9. उद्यमों की सुविधा और उनकी शिकायतों का निवारण—

- (1) विभिन्न संस्थाओं और विकास संस्थाओं (एमएसएमईडीआई) सहित सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के कार्यालयों में कार्यरत चैंपियन कंट्रोल रूम रजिस्ट्रीकरण की प्रक्रिया को सुविधाजनक बनाने और सूक्ष्म, लघु और मध्यम उद्यमों को आगे सुगमता पूर्वक सभी प्रकार की संभव सहायता उपलब्ध कराने के लिए एकल खिड़की प्रणाली के रूप में कार्य करेंगे।
- (2) जिला उद्योग केंद्र (डीआईसी) भी अपने-अपने जिलों में एकल खिड़की सुविधा प्रणाली के रूप में कार्य करेंगे।
- (3) यदि कोई व्यक्ति किसी कारणवश जिसके अन्तर्गत आधार संख्या का न होना भी है, उद्यम रजिस्ट्रीकरण फाइल नहीं कर पाता है तो वह अपने आधार संख्या नामांकन पहचान पर्ची अथवा आधार नामांकन के अनुरोध की प्रति अथवा बैंक की फोटोयुक्त पासबुक अथवा मतदाता पहचान पत्र अथवा पासपोर्ट अथवा ड्राइविंग लाइसेंस में से किसी भी एक को लेकर उपर्युक्त किसी भी एकल खिड़की प्रणाली से उद्यम रजिस्ट्रीकरण के लिए संपर्क कर सकता है तथा एकल खिड़की प्रणाली, जिसके अंतर्गत प्रक्रिया भी है, उसकी आधार संख्या प्राप्त करने में सहायता करेगी और तत्पश्चात् उद्यम रजिस्ट्रीकरण की आगे की प्रक्रिया में सहायता करेगी।
- (4) किसी भी त्रुटि अथवा शिकायत के मामले में संबंधित जिले के जिला उद्योग केन्द्र का महाप्रबंधक उद्यम द्वारा दिए गए उद्यम रजिस्ट्रीकरण के ब्यौरों के सत्यापन के संबंध में जांच करेगा और तत्पश्चात् अपनी आवश्यक टिप्पणी के साथ मामले को संबंधित राज्य सरकार के निदेशक अथवा आयुक्त अथवा उद्योग सचिव के पास भेजेगा जो उद्यम को नोटिस जारी करने और उसे मामले को प्रस्तुत करने का अवसर प्रदान करेगा तथा जांच के आधार पर ब्यौरों में संशोधन कर सकेगा अथवा सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय से उद्यम रजिस्ट्रीकरण प्रमाण पत्र निरस्त करने की सिफारिश कर सकेगा।

[फा. सं. 21(5)/2019-पीएण्डजी/पालिसी(पार्ट-IV)]

ए. के. शर्मा, सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**NOTIFICATION**

New Delhi, the 26th June, 2020

S.O. 2119(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8, of the Micro, Small and Medium Enterprises Development Act, 2006, (27 of 2006), hereinafter referred to as the said Act, and in supersession of the notifications of the Government of India in the Ministry of Micro, Small and Medium Enterprises number S.O.1702 (E), dated the 1st June, 2020, S.O. 2052 (E), dated the 30th June, 2017, S.O.3322 (E), dated the 1st November, 2013 and S.O.1722 (E), dated the 5th October, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii), except as respects things done or omitted to be done before such supersession, the Central Government, after obtaining the recommendations of the Advisory Committee in this behalf, hereby notifies certain criteria for classifying the enterprises as micro, small and medium enterprises and specifies the form and procedure for filing the memorandum (hereafter in this notification to be known as “Udyam Registration”), with effect from the 1st day of July, 2020, namely:--

1. Classification of enterprises.—An enterprise shall be classified as a micro, small or medium enterprise on the basis of the following criteria, namely:--

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

2. Becoming a micro, small or medium enterprise.—

- (1) Any person who intends to establish a micro, small or medium enterprise may file Udyam Registration online in the Udyam Registration portal, based on self-declaration with no requirement to upload documents, papers, certificates or proof.
- (2) On registration, an enterprise (referred to as “Udyam” in the Udyam Registration portal) will be assigned a permanent identity number to be known as “Udyam Registration Number”.
- (3) An e-certificate, namely, “Udyam Registration Certificate” shall be issued on completion of the registration process.

3. Composite criteria of investment and turnover for classification.—

- (1) A composite criterion of investment and turnover shall apply for classification of an enterprise as micro, small or medium.
- (2) If an enterprise crosses the ceiling limits specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover.
- (3) All units with Goods and Services Tax Identification Number (GSTIN) listed against the same Permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

4. Calculation of investment in plant and machinery or equipment.—

- (1) The calculation of investment in plant and machinery or equipment will be linked to the Income Tax Return (ITR) of the previous years filed under the Income Tax Act, 1961.

- (2) In case of a new enterprise, where no prior ITR is available, the investment will be based on self-declaration of the promoter of the enterprise and such relaxation shall end after the 31st March of the financial year in which it files its first ITR.
- (3) The expression “plant and machinery or equipment” of the enterprise, shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings).
- (4) The purchase (invoice) value of a plant and machinery or equipment, whether purchased first hand or second hand, shall be taken into account excluding Goods and Services Tax (GST), on self-disclosure basis, if the enterprise is a new one without any ITR.
- (5) The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

5. Calculation of turnover.--

- (1) Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.
- (2) Information as regards turnover and exports turnover for an enterprise shall be linked to the Income Tax Act or the Central Goods and Services Act (CGST Act) and the GSTIN.
- (3) The turnover related figures of such enterprise which do not have PAN will be considered on self-declaration basis for a period up to 31st March, 2021 and thereafter, PAN and GSTIN shall be mandatory.

6. Registration process.—

- (1) The form for registration shall be as provided in the Udyam Registration portal.
- (2) There will be no fee for filing Udyam Registration.
- (3) Aadhaar number shall be required for Udyam Registration.
- (4) The Aadhaar number shall be of the proprietor in the case of a proprietorship firm, of the managing partner in the case of a partnership firm and of a karta in the case of a Hindu Undivided Family (HUF).
- (5) In case of a Company or a Limited Liability Partnership or a Cooperative Society or a Society or a Trust, the organisation or its authorised signatory shall provide its GSTIN and PAN along with its Aadhaar number.
- (6) In case an enterprise is duly registered as an Udyam with PAN, any deficiency of information for previous years when it did not have PAN shall be filled up on self-declaration basis.
- (7) No enterprise shall file more than one Udyam Registration:
Provided that any number of activities including manufacturing or service or both may be specified or added in one Udyam Registration.
- (8) Whoever intentionally misrepresents or attempts to suppress the self-declared facts and figures appearing in the Udyam Registration or updation process shall be liable to such penalty as specified under section 27 of the Act.

7. Registration of existing enterprises.---

- (1) All existing enterprises registered under EM–Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- (2) All enterprises registered till 30th June, 2020, shall be re-classified in accordance with this notification.
- (3) The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2021.

- (4) An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

8. Updation of information and transition period in classification.--

- (1) An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis.
- (2) Failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its status.
- (3) Based on the information furnished or gathered from Government's sources including ITR or GST return, the classification of the enterprise will be updated.
- (4) In case of graduation (from a lower to a higher category) or reverse-graduation (sliding down to lower category) of an enterprise, a communication will be sent to the enterprise about the change in the status.
- (5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.
- (6) In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

9. Facilitation and grievance redressal of enterprises.--

- (1) The Champions Control Rooms functioning in various institutions and offices of the Ministry of Micro, Small and Medium Enterprises including the Development Institutes (MSME-DI) shall act as Single Window Systems for facilitating the registration process and further handholding the micro, small and medium enterprises in all possible manner.
- (2) The District Industries Centres (DICs) will also act as Single Window facilitation Systems in their Districts.
- (3) Any person who is not able to file the Udyam Registration for any reason including for lack of Aadhaar number, may approach any of the above Single Window Systems for Udyam Registration purposes with his Aadhaar enrolment identity slip or copy of Aadhaar enrolment request or bank photo pass book or voter identity card or passport or driving licence and the Single Window Systems will facilitate the process including getting an Aadhaar number and thereafter in the further process of Udyam Registration.
- (4) In case of any discrepancy or complaint, the General Manager of the District Industries Centre of the concerned District shall undertake an enquiry for verification of the details of Udyam Registration submitted by the enterprise and thereafter forward the matter with necessary remarks to the Director or Commissioner or Industry Secretary concerned of the State Government who after issuing a notice to the enterprise and after giving an opportunity to present its case and based on the findings, may amend the details or recommend to the Ministry of Micro, Small or Medium Enterprises, Government of India, for cancellation of the Udyam Registration Certificate.

[F. No. 21(5)/2019-P&G/Policy (Pt-IV)]

A. K. SHARMA, Secy.



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

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

प्राधिकार से प्रकाशित
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NEW DELHI, TUESDAY, OCTOBER 18, 2022/ASVINA 26, 1944

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

अधिसूचना

नई दिल्ली, 18 अक्टूबर, 2022

का.आ. 4926(अ).—केन्द्रीय सरकार, सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 (2006 का 27) की धारा 7 की उप-धारा (9) के साथ पठित उप-धारा (1) और धारा 8 की उप-धारा (3) के साथ पठित उप-धारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की अधिसूचना संख्यांक का.आ. 2119(अ), तारीख 26 जून, 2020 जो भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii) में प्रकाशित की गई थी, का और निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में, पैरा 8 के उप पैरा (5) के स्थान पर निम्नलिखित उप पैरा रखा जाएगा, अर्थात् :-

“(5) संयंत्र और मशीनरी या उपस्कर में निवेश में उच्चतर परिवर्तन अथवा/और टर्नओवर में उच्चतर परिवर्तन तथा परिणामस्वरूप पुनःवर्गीकरण की स्थिति में, कोई उद्यम उस प्रवर्ग (सूक्ष्म या लघु या मध्यम) से ऐसे उच्चतर परिवर्तन की तारीख से तीन वर्ष की अवधि के लिए उन सभी गैर-कर लाभों का उपयोग करता रहेगा, जैसा कि वह पुनःवर्गीकरण से पहले कर रहा था।”

[फा. सं. पी-05/1/2022-जीईएन]

शैलेश कुमार सिंह, अपर सचिव एवं
विकास आयुक्त (एमएसएमई)

टिप्पण : मूल अधिसूचना संख्यांक का.आ. 2119(अ), तारीख 26 जून, 2020 द्वारा भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) में प्रकाशित की गई थी और तत्पश्चात् संख्यांक का.आ. 1055(अ), तारीख 5 मार्च, 2021, का.आ. 2347(अ), तारीख 16 जून, 2021, का.आ. 278(अ), तारीख 19 जनवरी, 2022 और का.आ. 2134(अ), तारीख 6 मई, 2022 द्वारा संशोधित की गई थी।

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**NOTIFICATION**

New Delhi, the 18th October, 2022

S.O. 4926(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following further amendments in the notification of the Government of India, Ministry of Micro, Small and Medium Enterprises number S.O. 2119(E), dated the 26th June, 2020, published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii), namely:-

In the said notification, for sub-paragraph (5) of paragraph 8, the following sub-paragraph shall be substituted, namely:-

"(5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change."

[F. No. P-05/1/2022-GEN]

SHAILESH KUMAR SINGH, Addl. Secy.
and Development Commissioner (MSME).

Note : The principal notification was published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii) *vide* number S.O. 2119 (E), dated the 26th June, 2020 and subsequently amended *vide* numbers S.O. 1055(E), dated the 5th March, 2021, S.O. 2347(E), dated the 16th June, 2021, S.O. 278(E), dated the 19th January, 2022 and S.O. 2134(E), dated the 6th May, 2022.

APPENDIX-XVA TO ITB

MSE VERIFICATION CERTIFICATE

Subject : Verification of MSE Registration certificate by Chartered Accountant

Bidders who are Micro & Small Enterprises (MSEs), MSEs owned by SC/ST and MSEs owned by Women Entrepreneurs are allowed Purchase Preference as per the government guidelines / instructions in force from time to time.

Currently as per the public procurement policy for MSEs (MSME Order 2012), participating MSE vendors quoting price within the band of L1+15% in tenders are allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than MSE. Orders are placed on such MSEs, to supply atleast 25% of total tendered value. Further out of the 25% order earmarked for MSE vendors who match L1 price, a minimum of 3% to be reserved for "Women owned MSEs" and 4% to be reserved for "MSEs owned by SC/ST Entrepreneurs".

MSE bidders are also exempted from submission of EMD and tender related fees.

To be eligible for the privileges as mentioned above, MSE vendors are required to submit MSE Registration Certificate issued by the NSIC or any of the authorities specified under the Public Procurement Policy for MSEs.

Office of the Development Commissioner (Ministry of MSME) has recently issued a clarification stating that MSE Registration on the UAM portal is done by the firms on the basis of self-declaration. Ministry of MSME does not carry out verification of the information uploaded by the MSE. Therefore, it is the responsibility of concerned CPSE to verify/ascertain the veracity of the claim of any MSE regarding any particular enterprise satisfying the criterion of the Investment limits as mentioned in the MSMED Act, 2006 before giving any benefit under Public Procurement Policy. Further they have clarified that CA certificate issued by Chartered Accountants may be accepted as supporting document for verification of the MSE Registration Certificate during the tender evaluation process.

Thus in the process of verification of original documents required for Bid Qualification Criteria, MSE certificate forms an extremely important document that needs to be verified since it leads to passing of benefits like EMD exemption and extending Purchase Preference to the party.

In view of the above, all bidders quoting as MSE would be required to submit CA certificate along with MSE Registration Certificate/document (**not applicable in case of NSIC**) to avail the benefits under Public Procurement Policy as per MSMED Act 2006 / Public Procurement Policy Order 2012. The CA certificate should be dated after the date of floating of tender and

shall be specific to the tender for which bid is being submitted. Format of the CA certificate is attached for reference (Annexure – A).

Further above mentioned CA certification process need not be done in case vendor submits valid NSIC (National Small Industries Corporation) Certificate, since same is issued after due inspection.

Bidder shall have to submit copy of MSE Registration certificate along with CA certificate. In case CA certificate is not submitted, bid of the vendor shall be rejected at EMD stage (for open tenders).

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)

APPENDIX-XVI TO ITB

BPCL HOLIDAY LISTING 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.
- (ia) 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:
- Whether the management is common
 - Majority interest in the management is held by the partners or directors of banned / suspended firm
 - Substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder
 - All successor firms will also be considered as allied firms.
- (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 improper 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.

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-I. ;
- 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 incharge 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 delistment 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
 - Approve 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 is required in view of the gravity of the case, OR
 - Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, 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 no control.
- 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.

However, if any agency, which is under holiday listing process with BPCL, has participated in a tender by submitting bid, the department responsible for initiating the holiday listing process shall expedite completion of the same within 21 days of technical bid opening, based on which the tender can be proceeded with.



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 :

5.No	Reasons for holiday listing	Period of holiday listing
1	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 equipment's 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 BPCL's 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 III
- (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;
 - bb) In case, any debarred firms 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.
 - c) If contract with the 'Agency' concerned is in operation, (including cases were 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.
- (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 as under:

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



FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG.

(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,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or 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.

(Signature and Stamp of the Bidder)

Bidder Name:

Date :

Address:

APPENDIX-XVII TO ITB

**LIST OF BANKS FOR BANK GUARANTEE
SUBMISSION**

List of banks Meeting the stipulated criteria as on 09.05.2024

Sr No.	Name of Bank	Category of Banks
1	AU Small Finance Bank Ltd	Indian Bank
2	Axis Bank Ltd	Indian Bank
3	Bank of Baroda	Indian Bank
4	Bank of India	Indian Bank
5	Bank of Maharashtra	Indian Bank
6	Canara Bank	Indian Bank
7	Federal Bank Ltd	Indian Bank
8	HDFC Bank Ltd	Indian Bank
9	ICICI Bank Ltd	Indian Bank
10	IDFC First Bank Ltd	Indian Bank
11	Indian Bank	Indian Bank
12	IndusInd Bank Ltd	Indian Bank
13	Kotak Mahindra Bank Ltd	Indian Bank
14	Punjab National Bank	Indian Bank
15	State Bank of India	Indian Bank
16	Union Bank of India Ltd	Indian Bank
17	Abu Dhabi Commercial Bank PJSC	Foreign Bank
18	Bank of America NA	Foreign Bank
19	Bank of Nova Scotia/The	Foreign Bank
20	BNP Paribas SA	Foreign Bank
21	Shinhan Financial Group Co Ltd	Foreign Bank
22	Citibank NA	Foreign Bank
23	DBS Group Holdings Ltd	Foreign Bank
24	Hongkong & Shanghai Banking Co	Foreign Bank
25	Westpac Banking Corp	Foreign Bank
26	Industrial & Commercial Bank o	Foreign Bank
27	Credit Agricole SA	Foreign Bank
28	Cooperative Rabobank UA	Foreign Bank
29	Doha Bank QPSC	Foreign Bank
30	Qatar National Bank QPSC	Foreign Bank
31	United Overseas Bank Ltd	Foreign Bank
32	Hana Bank	Foreign Bank
33	Industrial Bank of Korea	Foreign Bank
34	First Abu Dhabi Bank PJSC	Foreign Bank
35	Emirates NBD Bank PJSC	Foreign Bank
36	NatWest Markets PLC	Foreign Bank
37	Bank of China Ltd	Foreign Bank
38	CTBC Bank Co Ltd	Foreign Bank

Note:

1. The above list of bank is based on the credit rating as on date (Source: Bloomberg)
2. In case of any discrepancy/ subsequent upgrade in credit rating, user department can contact Treasury for clarification

Murug

APPENDIX-XVIII TO ITB

**VENDOR REGISTRATION ON
BPCL PORTAL**

BPCL VENDOR MASTER - CREATION/ UPDATION FORM														
SEC 1.0 ORGANIZATION AND TAX RELATED DETAILS														
Sr. No	Description	Vendor Response										Remarks		
1	Type of Company (Nature of Entity or Business Concern (Please tick the appropriate Value)	01 Individual				02 HUF						1. Pl tick wherever applicable. 2. Pls. attach self attested and stamped copy of relevant Registration Certificate/Partnership/Trust Deed/lease deed 3. For foreign vendors , details mentioned in Sl. no.6 is optional and Sl.no. 7 to 11 are not applicable.		
		03 Association of Persons (AOP)				04 Body of Individuals (BOI)								
		05 Co-op. Society				06 Trust								
		07 Partnership Firm				08 Sole Proprietorship Firm								
		09 Public Ltd. Company				10 Private Ltd. Company								
		11 Central PSU				12 State PSU								
		13 Central Govt. Authority/Department				14 State Govt. Authority/Department								
		15 Limited Liability Partnership(LLP)				16 Foreign Vendor								
17 Others, pl Specify:														
2	E-mail ID											Pls. indicate e-mail id to be used by us for sending updates,information, etc.		
	E-mail ID (alternate)													
3	Mobile No.	+	9	1	-									Pls. indicate mobile No to be used by us for sending updates,information
	Mobile No. (alternate)	+	9	1	-									
4	Telephone No.	STD				Landline						Pls. indicate STD code followed by Telephone No.		
5	Communication Address as per GST registration address	Building												Pls provide address details.
		Street												
		Village/City						District/Taluka/Zilla						
		State		PIN										
6	PAN Number											Please attach self attested Copy of Pan Card		
7	GST Registered Status	Registered				Unregistered				Composition				Pl tick wherever applicable.
8	GST Regn No. / Composition Registration No.											Please attach the self attested registration Certificate		
9	Whether unit for which GST no. is provided is located in SEZ	YES				NO						Pl tick wherever applicable.		
10	Whether having multiple GST registration in a state	YES		if Yes, Business Division				NO				Pl tick wherever applicable. If Yes, specify business Division		
11	Whether registered under MSME	YES				NO						Pl tick wherever applicable.		
	MSME Category	MSME Women (Yes/ No)				SC/ST MSME (Yes/ No)								
I/We confirm that all the information provided above is correct and belongs to my organization/ business.														
(Vendor Name)			(Vendor Code in BPCL) [applicable in case details to be updated for existing vendor code]				(Name & Signature of Authorized Signatory)				(Company Seal)			
Date (dd-mm-yyyy)														

Date:08.01.2025

GENERAL CONDITIONS OF CONTRACT (GCC)



BHARAT PETROLEUM CORPORATION LIMITED

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GENERAL CONDITIONS OF CONTRACT

SECTION - I

DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings :

- 1) "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns
- 2) "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assigns.
- 3) The "Managing Director" shall mean the Chairman and Managing Director of the Bharat Petroleum Corporation Limited or his successor in office designated by the Owner.
- 4) The "Engineer-in-Charge" shall mean the person designated as such by the Owner and shall Include those who are expressly authorised by the Owner to act for and on his behalf for operation of this contract.
- 5) The "Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.
- 6) The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 7) The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 8) The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 9) The "Contract Document" means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- 10) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project / job.
- 11) The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 12) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 13) The "Specification" shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.
- 14) The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.
- 15) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
- 16) The "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.
- 17) The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.
- 18) The "Final Certificate" in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/ PBG /Insurance Surety Bond .
- 19) The "Period of Liability" in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.

SECTION - II

GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE & ACCESSIBILITY:

The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities.

Entry into the BPCL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

2.2 SCOPE OF WORK

The scope of work is defined in the Special Conditions of Contract and specifications. The Contractor shall provide all necessary materials, equipments / Tools and Tackles / Supervision / labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in these tender documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

2.3 LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP:

The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach roads, construction materials as per specifications, shelter for his staff, etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost.

The owner will, at his discretion and convenience based on availability for the duration of the execution of the work, make available, land for construction of contractor's field office, go-downs, workshop and fabrication yard required for the execution of the contract. The contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

On completion of the works undertaken by the Contractor, he shall remove all temporary works/ shed erected by him and have the site cleaned as directed by Engineer-in-Charge if the contractor shall fail to comply with these requirements, the Engineer-in-charge may at the expenses of the Contractor remove such surplus and rubbish material, dispose off the same as he deems fit and get the site cleared as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the Contractor any time during the pendency of the contract to vacate the land by giving seven days notice on security reasons or on material interest otherwise.

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

All temporary buildings, sheds, workshops, field stations etc. shall be constructed in conformation with the safety and security regulations of the owner as regards location and type of structure.

SECTION - III
GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

- 3.1 The quotation should be submitted only in the manner and the form prescribed in the Request For Quotation (RFQ)/Tender enquiry.
- 3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.
- 3.3 Tenders should always be placed in double sealed covers, superscribing Tender No _____ Tender for _____ (name of job), Bharat Petroleum Corporation Limited, due for opening on _____
The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.
- 3.4 Instructions for two part bidding
- i) The bid should be submitted in two parts viz.
 - a. Techno-commercial bid.
 - b. Price bid.
 - ii) Techno-commercial bid shall have the following information/details
 - a. Technical deviation if any.
 - b. Commercial deviation if any like extra taxes, duties etc.
 - c. Copy of price bid with prices blanked off.
 - d. Any other relevant information.
 - iii) Price Bid shall have only prices as per schedule of Rates.
 - iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4 DOCUMENTS:

- 4.1 The tenders, as submitted shall include all documents/details asked for by BPCL in the RFQ/Tender enquiry.
- 4.2 All pages to be initialed:
Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.
- 4.3 Rates to be in Figures and Words:
The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.
- 4.4 Corrections and Erasures:
All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.
In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.
- 4.5 Signature of Tenderer:
The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.
Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender. Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 PURCHASE PREFERENCE:

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 L1 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 L1 Vendor at the time of evaluation of the price bid.

6 (a) EARNEST MONEY:

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. Earnest Money Deposit shall be submitted in the form of crossed Demand Draft in favour of "Bharat Petroleum Corporation Ltd." / Electronic Funds Transfer to BPCL Bank Account / Bank Guarantee executed by any Scheduled Bank approved by Reserve Bank of India (as per Proforma provided in Annexure) / Insurance Surety Bond (as per Proforma provided in Annexure). Earnest Money Deposit (EMD) shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank. EMD submitted by foreign vendors shall be in USD / EURO only. In case of limited tender, Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

NOTE : Exemption of Bidding Document fee and EMD will be applicable for Micro and Small Enterprises (MSEs) registered with District Industries Centres (DIC) or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or MSEs having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises. Such bidder shall submit Self attested copy of the certificate, valid upto validity of the offer, indicating that their registration includes the items/works under tender. The registration certificate should remain valid during the period of the contract that may be entered into such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

NOTE: No interest shall be paid by the Owner on the earnest money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded after the completion of BQC evaluation / Technical Evaluation / Priced Bid Evaluation as applicable.

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

The earnest money deposit (EMD) of the contractor whose tender may be accepted, if paid in forms other than Bank Guarantee / Insurance Surety Bond, can be converted to security deposit for due performance of the contract if the contractor so desires. The "performance security deposit/retention money" vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.

7 (a) BID VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the tenderer/contractor on 'Holiday listing'/'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of contractors who are not registered with BPCL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

(b) LANGUAGE OF BID:

The Bid, all correspondence and documents relating to the bid, between Bidder and BPCL, shall be written in English language only. Any supporting document furnished by Bidder may be written in other language provided that this literature is accompanied by an authenticated English translation in which case, for purpose of interpretation of the Bid, the English translation shall govern.

8 ADDENDA / CORRIGENDA:

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda/corrigenda issued shall become part of tender Document.

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

- 9.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 9.2 The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.
- 9.3 Tenders in which any of the particulars and prescribed informations are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.
- 9.4 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- 9.5 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

10 (a) 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.

(b) HOLIDAY LISTING:

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. BPCL shall have the right to remove from the 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. 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. It can be accessed using the following link: <https://www.bharatpetroleum.in/pdf/Holiday-Listing-Policy-2024.pdf>

(c) FOREIGN BIDDERS:

It is mandatory for the foreign bidder to furnish the documents for the compliance to requirement of PAN No. , Tax Residency Certificate and Form No.10F (applicable for foreign bidder in case of services in India is required as per scope of bidding document) as per Income Tax Act in case his receipts are subject to tax deduction at source in India:

(i) PAN No.

PAN as per the Indian Income Tax requirements shall be submitted, failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.

(ii) Tax Residency Certificate (TRC)

TRC containing prescribed particulars as per the Annexure from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements shall be submitted, failing which the relief under DTAA will not be available and consequently the actual rate of withholding tax will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

(iii) Form 10F

In addition to TRC, in order to claim the benefits of DTAA, bidder shall also submit additional information in form no. 10F as per Annexure. Form 10F has to be signed & verified by the assessee himself. The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier. In case of failure to submit the above information, any additional tax liability on Owner, will be deducted from the payment due to the contractor.

11 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials. The time period allowed for carrying out the job shall be as shown in tender document. Request for revision for time schedule after tenders are opened will not be received for consideration.

12 RETIRED GOVERNMENTS OR COMPANY OFFICER:

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.

13 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma attached with tender enquiry within a period of one month of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

14 (a) FIELD MANAGEMENT:

The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.

Coordination of Work - The Engineer-in-Charge shall coordinate the work of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute strictly in accordance with the site instructions to avoid hindrance to the works being executed by other agencies.

14 (b) CONSULTANCY CONTRACTS:

This General Conditions of Contract (GCC) will be binding for Consultancy jobs only to the extent of its applicability to the context of consultancy jobs.

SECTION - IV
INTERPRETATION OF CONTRACT DOCUMENTS

15 INTERPRETATION OF CONTRACT DOCUMENT:

- 15.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
- 15.2 Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
- 15.3 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.
- 16.4 Singular and Plural:
In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.

16 SPECIAL CONDITIONS OF CONTRACT:

- 16.1 Special Conditions of contract shall be read in conjunction with the General Conditions of Contracts, specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.
- 16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 16.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.
- 16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 16.5 The materials, designs and workmanship shall satisfy the relevant Indian Standards, the Job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The contractor in fixing rate shall for all purposes whatsoever be deemed to have him self independently obtained all necessary information for the purpose of preparing his tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawing and specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. The Contractor shall be deemed to have visited surrounding to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, roads, bridges and culverts means of transport and communications, whether by land, water or air, and as to possible interruptions thereto and the access to and regress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials the available accommodation as to whatever required, depots and such other building as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds, climate conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

18 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

- 18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the basic value of contract unless otherwise specified in the Special Conditions of Contract. Amount received/retained towards this clause will be considered as security deposit. This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee / Insurance Surety Bond in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit- (EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee / Insurance Surety Bond the validity of the same to be extended suitably as advised by BPCL.
- In the case of security deposit submitted in the form of Bank guarantee / Insurance Surety Bond, the Bank Guarantee / Insurance Surety Bond shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-74, if applicable) and with a claim period of six months thereafter. The Bank Guarantee / Insurance Surety Bond shall be in the form prescribed.
- In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.
- The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-74), if applicable. This retention money / Bank guarantee / Insurance Surety Bond held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.
- In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued. In case of LSTK (Lump Sum Turnkey Contracts) / EPC: PBG / Insurance Surety Bond @ 10% within 15 days of notification of award. In case of Annual Rate Contracts (ARCs): Submission of PBG / Insurance Surety Bond @ 10% of Total Contract Value (TCV) or submission of initial security deposit @ 2.5% of TCV within 15 days of notification of award. In cases where only 2.5% of TCV has been submitted, 7.5% of individual release order shall be subsequently deducted from RA bills.
- Vendors/contractors shall be asked to submit the SD within 15 days from the date of notification of award and in the event of delay in submission of SD, the contract can be terminated. However, if termination of contract is not in the interest of the work/ BPCL, an additional time up to 30 days can be allowed for submission of SD depending on merits of each case, beyond which the contract may be terminated with subsequent actions following termination as per tender/procedure.
- 18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.
- 18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.
- 18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.
- 18.5 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. In case of Insurance Surety Bond, the same shall be from the Insurance company as approved by Insurance Regulatory and Development Authority of India (IRDAI).
- 18.6 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:
- Vendors shall insist their Bank for 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. 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: 8PCL583493800
- e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: 1CIC0000393).
 - 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 payments to Vendors.

19 TIME OF PERFORMANCE:

- 19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.
- 19.2 Time Schedule of Completion: The general time schedule of completion is given in the tender document. Contractor should prepare a detailed monthly and weekly execution programme, jointly with the Engineer-in-Charge within two weeks of receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

20 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.

21 EXTENSION OF TIME:

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper.

In the event of extension of Time of the contract, if granted, the contractor shall be required to suitably extend the period of Bank Guarantee / Insurance Surety Bond if submitted, towards security Deposit/retention money suitably.

22. LIQUIDATED DAMAGES FOR DELAY:

22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the basic value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The parties agree that this is a genuine pre- estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the contractor including Security Deposit. In case where the concluded contract value is different from the original contract value due to the change orders/variation in executed quantities/extension of time, etc., the concluded contract value should be considered for recovery of Liquidated Damages for late delivery/delayed completion.

22.2 The owner shall be at liberty to deduct or retain from any amount payable to the contractor periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the contractor.

23 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

24 TERMINATION/OFFLOADING:

24.1 The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

24.2 In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

25. FORFEITURE OF SECURITY DEPOSIT:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such security being insufficient or if no security has been taken from the Contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The contractor shall pay to the owner on demand any balance remaining due.

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case in which, under any clause or clauses of this contract, the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest:

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials

for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

27 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26:

In any case in which any of the powers conferred upon the owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercised in the event of any further case of default by the contractor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

29 CHANGES IN CONSTITUTION:

Where the contractor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before sub-contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carryout the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

30 IF THE CONTRACTOR DIES:

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

No director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

The contractor shall not be entitled to any increase on the item rates of the contract or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

33 CONTRACTOR'S OFFICE AT SITE:

The contractor shall provide and maintain an office at the site, if space provided by the owner, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.

34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipments materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in- Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.

34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in- Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

35 SUB-LETTING OF WORK:

Sub letting of contracts shall not be generally permitted. However owner may permit sub letting of work on specific cases subject to the following:-

- i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned sublet by the contractor directly or indirectly to any firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.
- ii) Sub Contractors for Temporary Works Etc.:- The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.
- iv) Contractor's Liability Not Limited By Sub-Contractors:- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- v) Owner may Terminate Sub-Contracts:- If any sub-contractor engaged upon the works at the site executes any

work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.

- vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 POWER OF ENTRY:

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time in the opinion of the Engineer-in-Charge.

- i. Fail to carryout the works in conformity with the contract documents, or
- ii. Fail to carryout the works in accordance with the time schedule, or
- iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or
- iv. Fail to carryout and execute the works to the satisfactions of the Engineer-in-Charge, or
- v. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or
- vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- vii. Abandon the works, or
- viii. During the continuance of the contract, become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

Then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional equipment, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works, by his agents, other contractor or workmen, or to re-let the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works constructional equipment, and stock as aforesaid without making payment or allowances to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works, constructional equipments and stock or being liable for any loss of damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other contractors (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in- Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional equipment, materials etc. belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

38 OTHER AGENTS AT SITE:

The contractor shall have to execute the work in such place and condition where other agencies might also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.

39 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

40 RIGHTS OF VARIOUS INTERESTS:

- i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall cooperate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.
- ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

- i) Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.
- ii) Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

42 TERMINATION FOR CONVENIENCE :

BPCL shall, in addition to any other right enabling it to terminate the contract, have the right to terminate the contract at any time by giving prior written notice of at least 14 days to the contractor. Such termination shall be without prejudice to the rights of the parties that have accrued on or before the date of termination of the contract.

If the contract is terminated under this provision, the contractor is entitled to be compensated as under:-

- a. the contract price attributable to the works performed as at the date of termination
- and
- b. the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors' and subcontractors' employees
- less

the aggregate of all previous payments allocated to the works.

Any sums due to BPCL from the contractor accruing prior to the date of termination will be deducted from the amount to be paid to the contractor under the contract.

If, as a result of any such deductions, there is a negative amount payable to the contractor, then the contractor must pay an amount equal to such negative sum to BPCL within 15 days of BPCL intimating the contractor.

43 PATENTS AND ROYALTIES:

- 43.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty- free licence to use in any country, any

invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

43.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.

43.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual SECRECY agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

44 LIENS:

44.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

44.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge

45 OPERATION OF CONTRACT:

45.1 Law Governing:
Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

45.2 Non-Waiver of Default:

Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

SECTION - V

PERFORMANCE OF WORK

46 EXECUTION OF WORKS:

- 46.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPCL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in- Charge.
- 46.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.
- 46.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

47 COORDINATION AND INSPECTION OFWORK:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will be normally be passed by the Engineer-in-Charge or his authorized representative. A work order book / logbook will be maintained by the Contractor for each job in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgment within 12 hours. The non maintaining of the order book or non signing by the contractor shall not preclude the contractor from complying with the instructions.

48 WORK IN MONSOON ANDEWATERING:

- 48.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 48.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

49 WORK ON SUNDAYS AND HOLIDAYS:

For carrying out work on Sundays and Holidays if needed, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. No special compensation on this account will be payable.

50 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

- 50.1 Place of Work:
The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.
The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.
- 50.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.
- 50.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
- 50.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of contract.

51 DRAWINGS TO BE SUPPLIED BY THE OWNER:

- 51.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 51.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.
- 51.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 43.2 and 43.3 above regarding drawings and other documents.

52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

- 52.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 52.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.
- 52.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

53 SETTING OUT WORKS:

- 53.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 53.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.
- 53.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 53.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.
- 53.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

55 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

- 55.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPCL approved/specified quality.
- 55.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.
- 55.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these

will be arranged by the contractor promptly at his own cost.

56 MATERIALS SUPPLIED BYOWNER:

- 56.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 56.2 The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in- Charge in perfectly good condition, at contractor's cost.

57 CONDITIONS FOR ISSUE OF MATERIALS:

- i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.
- ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
- iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to Issue such materials If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.
- viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.
- ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.
- x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.
- xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.
- xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

58 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

Notwithstanding anything contained to the contrary in any or all the clause of this document where any materials for the execution of the contract are procured with the assistance of Owner either by issue from Owner's stock or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason, whatsoever on his being paid or credited such prices as the Engineer in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in- Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of the licenses or permits, and/or for criminal breach of trust, be liable to compensate the Owner a double rate or high rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

59 MATERIALS OBTAINED FROM DISMANTLING:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 66 & 70 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

60 ARTICLES OF VALUE FOUND:

All gold, silver and other materials, of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or person indicated by the Owner.

61 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt, arise as to the meaning of any such instructions or should there be any misunderstanding between the contractor's staff and the Engineer-in-Charge's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, or doubts, or misunderstanding shall in any event be admissible.

62 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

A) The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agree to do the main work. The time for completion of work may be extended for the part of the particular job at the discretions of the Engineer-in-Charge, for only such alteration, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.
- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

- d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply:

Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)

- B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 62 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

63 VARIATION IN CONTRACT VALUE :

Compensation for Reduction in Contract value due to change in quantity:

- Upto & inclusive of (-) 25% of Total Contract Value (TCV): No cost compensation.
- Beyond (-) 25% of TCV: Cost compensation @ 10% of reduction in the contract value from (-) 25% of TCV (i.e. 75% of TCV).

Discount to be obtained for Increase in contract value due to change in quantity:

- Upto & inclusive of (+) 50% of TCV: No discount.
- Beyond (+) 50% of TCV: Reduction @ 10% of increase in the contract value beyond (+) 50% of TCV.

64 ACTION WHERE NO SPECIFICATIONS ISSUED:

In case of any class of work for which there is no such specification given by the Owner in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

65 ABNORMAL RATES:

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by the tenderer are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

66 INSPECTION OF WORK:

- 66.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.
- 66.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

67 ASSISTANCE TO THE ENGINEERS:

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.

68 TESTS FOR QUALITY OF WORKS:

- 68.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.
- 68.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.
- 68.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

69 SAMPLES:

The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.

70 ACTION AND COMPENSATION IN CASE OF BAD WORK:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited to a maximum of 10 per cent of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

71 SUSPENSION OF WORKS:

The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

72 OWNER MAY DO PART OF WORK:

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

73 POSSESSION PRIOR TO COMPLETION:

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will be made and contract agreement shall be deemed to be modified accordingly.

74 PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

74.1 The contractor shall guarantee the installation/site work for a period of 12 (twelve) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit. 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.

74.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

74.3 Care of Works:

From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

74.4 Effects prior to taking over:

If at any time, before the work is taken over, the Engineer-in-Charge shall

- a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being herein after called 'Defects' in this clause) and
- b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 74.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

74.5 Defects after taking over:

In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

74.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 74.1 above. This Retention amount / Bank Guarantee / Insurance Surety Bond furnished against Security Deposit / retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.

74.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPCL.

SECTION VI

BILLS / MEASUREMENT / PAYMENT

75 SCHEDULE OF RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

ii) Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

iii) Schedule of Rates to Cover Constructional Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

iv) Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the Owner which the contractor hereby gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

v) Schedule of Rates to Cover Taxes and Duties:

No claim or exemption or reduction of customs duties, GST, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

vi) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

vii) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates

which have been fixed by the contractor and agreed to the Owner and cannot be altered.

For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

76 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) Measurements:

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorised agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

ii) Billing:

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

iii) Dispute in Mode of Measurements:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

77 LUMPSUMS IN TENDER:

For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement of determination, the owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

78 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in-charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the owner or such other documents as directed by the owner.

79 EXTRA WORK:

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the owner to reject any such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

80 PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the

Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

75% payment of the Running Account bill (RA bill) shall be released within 15 calendar days of receipt of RA bill duly certified by Engineer-in-charge (EIC) and the balance payment shall be released within 30 days of receipt of RA bill by EIC after detailed scrutiny.

81 CONCLUSION OF CONTRACT:

In a situation where the L1 bidder is not lowest for some specific line items and the L1/L2 parity is likely to be affected during the execution of the contract, due to variation in quantities of individual line items in contract based on site conditions, then the final payment could be restricted to ensure that the overall total payment of the executed work does not exceed the overall amount that would have been payable to the then L1 as per the latter's quoted rates.

82 MODE OF PAYMENT:

Payment will be made to the contractor normally through NEFT mode.

82A Bill discounting through TreDs

The eligible MSME bidders can avail discounting Facility as follows:

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart and M/s. M1 xchange. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

83 COMPLETION CERTIFICATE:

83.1 Application for Completion Certificate:

When the contractor fulfills his obligation under clause 74.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

83.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 83.3 below and to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

83.3 Clearing the site:

Cart away all debris generated from the work and dispose it off without giving rise to any complaints from local, municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed by the Engineer-in-Charge or as follows:

- a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weightment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.

b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

83.4 The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in- Charge.

84 FINAL DECISION AND FINAL CERTIFICATE:

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 74 and that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

85 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:

Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.

SECTION VII

TAXES/DUTIES/INSURANCE

86. TAXES AND DUTIES:

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State or Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

- 86.1** 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.

- 86.2** 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.
- 86.3** 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.

87 INSURANCE:

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

- i) Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered

by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) Workman's Compensation and Employee's Liability Insurance:

Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.

iii) Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.

iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehiclesplying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.

88. DAMAGE TO PROPERTY:

- i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents, representative or \ sub-contractor.
- ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or willful acts or omission of contractor, his employees, agents, representatives or sub-contractors.

SECTION VIII
LABOUR LAWS AND OTHER REGULATIONS

89 LABOUR LAWS:

- i) No labour below the age of eighteen years shall be employed on the work.
- ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any sub-contractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.
- iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get him self registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

90 IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

91 CONTRACTOR TO INDEMNIFY THE OWNER:

- i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 86 and all actions/proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

- ii) Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.

In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any clime made under Section

12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

iii) Employment Liability:

- a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.
- b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:
It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

92 (a) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

(b) MEDICAL FITNESS CERTIFICATION :

Contractor shall follow guidelines for medical fitness certification of workers employed for working at height more than 30 metres using temporary structures.

93 SAFETY REGULATIONS:

- i) In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.
- ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

94 ARBITRATION:

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)

95 JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

96 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS:

1. Contract Agreement (in GCC)
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 Conditions of Contract (SCC)
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract (GCC)
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.

97 LIMITATION OF LIABILITY

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.

98 POLICE VERIFICATION OF CONTRACT STAFF AND TRANSPORT CREW AT LOCATION:

The Contract staff should submit the following documents for enabling them to enter the location:

- i) Police verification certificate issued by the police (PVC)
- ii) Photocopy of Aadhaar Card (Original to be cross checked)
- iii) Assurance certificate from the Vendor / Contractor /transporter

99 NUISANCE:

The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to Corporation, tenants or occupiers of other properties near the site and to the general public.

100 BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

- i) 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'.
- ii) 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.

- iii) 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.
- iv) 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.
- v) 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.

SECTION - IX

MEMORANDUM OF AGREEMENT

An agreement made this _____ day _____ of _____ 20 between BHARAT PETROLEUM CORPORATION LIMITED a Company Incorporated in India and having its registered office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part, and

(herein after referred to as "The Contractor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Contractor shall carry out and complete the work as mentioned in the Purchase order/Contract No. dated _____, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchaseorder/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.
2. Inspection of site: The Contractor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitled him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.
3. Supply of Labour and Materials: The Contractor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The contractor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the contractor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.
 - (a) The Contractor shall prepare detailed and shop drawings and any other data required.
 - (b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.
 - (c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. E. & O. E. No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.
5. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the contractor; otherwise they shall be recoverable by lawful means.
6. a) Determination of the Agreement: The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials,

brought by the contractor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

Should the contract be determined as above and the contractor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the engineer-in-charge. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

The contractor shall not be entitled to get any possible loss of profit that he could have earned had the contract been not determined / terminated under the above clauses of this article.

b) Termination/Offloading: The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company shall have the liberty and right to entrust/engage/award the work so terminated off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

7. Defective Work / Materials: If the work done by the Contractor or any part there of shall be found defective in workmanship or by reason of bad or inferior materials used, then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner. The Company may, if necessary, at the cost and risk of the Contractor, temporarily stop all other activities by the Contractor in connection with the work until such time as the defective work has been rebuilt or replaced at the Contractor's cost. In case of default on the part of the contractor to remove defectives work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Contractor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the contractor.
8. Substitution of Contractor : If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Contractor, than the balance, shall be a debt recoverable from the Contractor by the Company. The Contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re-building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.
9. Removal of Material: On the Determination of the Agreement as referred to in Clause 6, the Contractor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company shall be entitled to purchase from the Contractor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Contractor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Contractor.
10. Inspection of work: Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer-in-Charge will be the sole judge.
11. Supervision: The Contractor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.

12. **Payment:** The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR
100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee / Insurance Surety Bond of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee / Insurance Surety Bond shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee / Insurance Surety Bond.
13. **Defects after Completion:** Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.
14. **Alterations:** The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.
15. **Subletting Agreement:** The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. **Cancellation:** The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. **Workmen's Compensation Liability:** The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and

maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

18. Safety Regulation: The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. ARBITRATION: 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)

20. Jurisdiction:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

21. Minimum Wages:

The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

22. Employees State Insurance: This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in

respect of the employees employed by or through him (the Contractor), as well as the employee's contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

In witness where of the said contracting parties have set their hands.

Witness _____
For Bharat Petroleum Corporation Ltd.

For Bharat Petroleum Corporation Ltd.

Witness _____
Contractor's witness - Signature
Name & Address:-

Contractor's Signature
Name & Address:-

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s. _____ have taken tender for the work _____ CRFQ No/PO
No

_____ for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. _____ (Rupees _____) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said _____ have approached us and at their request and in consideration of the premises we _____ having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees _____. Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully

_____ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

Proforma of Insurance Surety Bond towards Bid Security (EMD) / Performance Security
[To be stamped in accordance with Stamp Act of India]

Insurance Surety Bond No.

Date

To

[Bharat Petroleum Corporation Limited]

Dear Sirs,

In accordance with Invitation for Bids under your Tender No. & date....., M/s.....[Bidder's Name]..... having its Registered / Head Office at (hereinafter called the 'Bidder') wish to participate / have been awarded [as the case may be] in the said tender for [Procurement description / Tender Title].

As an irrevocable Insurance Surety Bond against Bid Security (EMD) / Performance Security [as the case may be] for an amount of [EMD / Performance Security amount] and remain in full force for a period of (days) i.e. up to [Validity Date] from the Bid Due Date and with an additional claim period of(days) i.e. up to [Claim Period Validity Date] required to be submitted by the Bidder as a condition precedent for participation in the said bid / award of contract [as the case may be] which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents / Contract / LoA.

We, the [Name of the Insurer] registered under IRDAI having our Head Office at[Address of the Insurer] guarantee and undertake to pay immediately on demand by Bharat Petroleum Corporation Limited (hereinafter called the 'Beneficiary') the amount of [EMD / Performance Security amount] without any reservation, protest, demand and recourse. Any such demand made by the Beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and / or any right / remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to [Claim date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Insurer or any absorption, merger or amalgamation of the Bidder or the Insurer with any other person.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)

Contact Details & Address of Surety Insurer for verification:

Name (Official):

Branch Address:.....

Telephone No.:.....

Mobile No:.....

E-mail:.....

TAX RESIDENCY CERTIFICATE

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

- a. Name of the assessee
- ii. Status (individual, company, firm, etc.) of the assessee
- iii. Nationality (in case of individual)
- iv. Country or specified territory of incorporation or registration (in case of others)
- v. Assessee's tax identification number in the country or specified territory of residence or in case of 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
- vi. Residential status for the purpose of Tax
- vii. Period for which the certificate is applicable
- viii. Address of the applicant for the period for which the certificate is applicable

FORM NO. 10 F

[See sub-rule (1) of rule 21AB of the Income-tax Act, 1961]

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

1. I _____*son/daughter of Shri _____ in the capacity of _____ (designation)do provide the following information, relevant to the previous year _____,*in my case/in the case of _____ for the purposes of sub-section (5) of *section 90/section 90A:-

Sl. No.	Nature of information	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:
(ii)	Permanent Account Number (PAN) of the assessee if allotted :	:
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India).

Signature: _____

Name: _____

Address: _____

Permanent Account Number : _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. * Delete whichever is not applicable.

2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A."

BHARAT PETROLEUM CORPORATION LTD

ACKNOWLEDGEMENT

We, M/s. _____ having office at _____ received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned hereinin this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s. _____

Signature :

Name : _____

Designation : _____

(Seal / Stamp)

Place :

Date :

**BINA PETCHEM AND REFINERY EXPANSION
PROJECTS (BPREP)
SPECIAL CONDITIONS OF CONTRACT
FOR EPCC/LSTK WORKS**

SCC_LSTK REV.0
29 January 2025



SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT (SCC)



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1.0 GENERAL

- 1.1 These Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions Contract (GCC), Notice Inviting Tender / Instruction to Bidder, Schedule of Prices, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.1.1 Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.
- 1.1.2 The definitions shall apply to all the expressions defined below when used in the Contract Documents, whether expressed wholly in capitals or partly in capital or with the first letter in capital or wholly in ordinary letters.
- 1.1.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.1.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.
- 1.2 The "DEFINITION OF TERMS" under **clause 1) to 19) of Section-I of the General Conditions of Contract (GCC) stands replaced with the** following expressions hereunder and elsewhere in the Bidding Documents used and their grammatical variations shall unless repugnant to the subject or context thereof, have the following meanings hereunder respectively assigned to them, namely:
- 1.2.1 "**Agreed Variations**" shall mean the statement of agreed variations annexed to the Detailed LOA and any document subsequently signed by the OWNER and the CONTRACTOR as an amendment to the Contract.
- 1.2.2.1 "**Applicable Law**" means all laws, brought into force and effect by the Government of India or the State Government(s) including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.
- 1.2.2 "**Approval**" and its grammatical variations shall mean approved or confirmed in writing by OWNER or Engineer-in-Charge.
- 1.2.3 "**Battery Limit**" shall mean the demarcated area within which the Unit is to be located.
- 1.2.4 The "**Bid/ Tender**" means the Contractor's signed offer for the works and all other Documents submitted by the Contractor for acceptance by the Owner.
- 1.2.5 "**Bidding/Tender Documents**" mean the Notice Inviting Bids/ Letter Inviting Bids, the instruction to bidders (including annexures), form of bid (including appendices), the Contract Agreement, the General Conditions of Contract(GCC), the Special Conditions of Contract(SCC), the Specifications and all other reports, surveys, drawings and documents including amendments, if any, provided to the Contractor by PMC(defined below)/BPCL(defined below).
- 1.2.6 "**Bill of Materials**" shall mean the bill of materials issued from time to time by the CONTRACTOR and approved by the E-I-C/OWNER pursuant to the provisions of the SCC and relevant provisions under clause No. 14.2.
- 1.2.7 "**Bill of Lading**" means the documents as specified in Clause 20.0 hereof;
- 1.2.8 Deleted.
- 1.2.9 "**CATALYST**" shall mean any catalyst or adsorbent or other similar chemical(s) or additive(s) required to be loaded in order to operate the UNIT.
- 1.2.10 The "**Change Order**" or "**Alternation Order**" means an order given in writing by Owner to the CONTRACTOR for effecting additions to or deletion from or alterations into the Scope of Contract.
- 1.2.11 "**Change in Law**" means occurrence of any of the following events in relation to the Project / Contract at any time on or after the respective effective dates as defined elsewhere in the SCC:



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- a) the coming into force (whether by enactment, adoption, promulgation, or modification) or repeal of any Applicable Law; or
- b) the imposition of any condition on the issuance, extension, replacement, variation or renewal of any applicable permits; or
- c) a change in the interpretation or application of any Applicable Law or terms of any applicable permit, by any competent Government Authority, which has become final, conclusive and binding; or
- d) change in or new introduction of any engineering or technical standards by any competent Government Authority, which has become legally binding, or
- e) with respect to taxes, any change in the rate of GST or the introduction of any new tax shall be as per provisions of **Annexure-XXIV** of SCC (TAXES & DUTIES)

1.2.12 “**Change of Scope Notice**” means the notice referred to in Clause **8.1** hereof;

1.2.13 “**Change Order Proposal**” means the notice referred to in Clause **9.1** hereof;

1.2.14 “**Confidential Information**” means the Contract and everything contained therein, all documentation, data, particulars of the Works and technical or commercial information made by (or on behalf of) OWNER/PMC or obtained directly or indirectly from OWNER/PMC by the CONTRACTOR or which is generated or obtained by the CONTRACTOR or any Subcontractor, consultant or advisor in relation to the Works or any information or data that the CONTRACTOR receives or has access to as a result of the Contract, other than information:

- (a) which is generally available in the public domain other than by any un-authorized actions or fault of the CONTRACTOR; or
- (b) that is in the possession of the CONTRACTOR with a right to disclose;

1.2.15 “**Consortium**” means the consortium of entities which have formed a joint venture for implementation of this Project;

1.2.16 “**Contractor's Personnel**” means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor, and any other personnel assisting the Contractor in the execution of the Works.

1.2.17 “**Contractor's Representative**” means the person nominated by the Contractor to act on its behalf for the purposes of the Contract and as notified in advance, in writing to E-I-C in advance with a copy to the Owner;

1.2.18 “**Code-1 or Level-1 Approval**” means final approval of Drawings/documents by the OWNER pursuant to the incorporation of and/or rectification of all comments of the OWNER (including OWNER's Consultant);

1.2.19 “**Code-2 or Level-2 Approval**” or “**Review Code-2 or Level-2 Approval**” means tentative approval of the drawings/ documents by the EIL/OWNER subject to the comments to be incorporated by Contractor, with the intent that subject to incorporation of and/or rectification in accordance with such comments provided by EIL/Owner, CONTRACTOR can proceed with the construction/ manufacture can proceed based on commented drawings/ documents pending their re-submission and grant of Code-1 or Level-1 Approval.

1.2.20 “**Code-3 or Level-3 Approval**” or “**Review Code-3 or Level-3 Approval**” means that on review of the drawings/ documents by the EIL/OWNER the same have not been found in accordance with the applicable codes, standards, design basis and contractual stipulations and must therefore be re-submitted for review and approval of EIL/Owner after appropriate correction and/or re-preparation.

R - Document is retained for Records. Proceed with Manufacturing / fabrication as per Tender/ Contract Requirement.

V - Void

1.2.21 Definition of “**Commissioning**” shall be as per **Annexure-VIII** of SCC.



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- 1.2.22** The “**Construction Equipment**” means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 1.2.23** “**Construction materials**” means all materials and consumables whatsoever involved/ required for permanent incorporation in the constructed Works.
- 1.2.24** “**Contract**” means the totality of agreement between OWNER and the CONTRACTOR as derived from the Contract Documents;
- Term “**Agreement**” wherever appearing in Bidding Document shall be read as “Contract”.
- 1.2.25** “**Contractor**” means the bidder selected by the OWNER for the faithful performance of the Scope of Contract and shall include the successors, legal heirs, authorised representatives and permitted assigns of the CONTRACTOR, and if the CONTRACTOR is joint venture or consortium, shall include each member thereof.
- 1.2.26** “**Contract Documents**” means collectively the Tender Documents, designs, Drawings or Specifications, Agreed Variations, if any, and such other document constituting the tender and acceptance thereof or executed between the CONTRACTOR and the OWNER for the Scope of Contract to be undertaken for the Unit.
- 1.2.27** “**Delivery Schedule**” shall mean the delivery schedule of the supplies as elsewhere provided for in the contract documents and Clause **15.0** hereof and associated provisions.
- 1.2.28** “**Defect**” means in relation to any part of the Scope of Works, a condition existing in any item or a component of any item of the Scope of Works:
- (a) arising from any cause which would hinder or prevent that item from performing its intended functions in accordance with this Contract or would reduce the efficiency of performance or affect the trouble free operation or the expected service life of such part /item of the Scope of Works; or
 - (b) which may cause damage to, weaken, have an adverse effect on the performance, or reduce the expected service life of, the system or equipment in which such item is used, installed or incorporated; or
 - (c) arising from a fault or deficiency in design, material or workmanship or any deviation from the requirements of this Contract; or
 - (d) any Latent Defect in the Scope of Works, and “**Defective**” must be construed accordingly;
- 1.2.29** “**Discontinued Spares**” has the meaning specified in Clause **34.8.8** hereof;
- 1.2.30** “**Disputed Amount**” has the meaning specified in Clause **35.6.7** hereof;
- 1.2.31** “**Days**” shall mean Calendar day, unless specified otherwise.
- 1.2.32** The “**Engineer-in-Charge**” or “**Site-in-Charge**” shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf for operation of this contract. This shall include the PMC or CONSULTANT for the project wherever the Contract so reasonably admits.
- 1.2.33** “**FEED Package**” means all technical details such as specifications, drawings, documents, guidelines and/or instructions which will form the basis for CONTRACTOR to take up detailed engineering, procurement and construction activities for the UNIT.
- 1.2.34** “**Final Certificate**” means the Final Certificate issued by the E-I-C under Clause **38.0** hereof.
- 1.2.35** “**Foreign Currency**” shall mean **United States Dollar or EURO**.
- 1.2.36** “**Free Issue Materials**” means the material supplied free of charge by the OWNER to the CONTRACTOR in accordance with Clause **71.0** hereof.
- 1.2.37** “**Front Release Programme**” means the front release programme as specified in Clause **12.2** hereof.
- 1.2.38** “**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight in compliance by the CONTRACTOR with the undertakings and obligations under the



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Contract, which would be expected from a skilled and experienced professional person engaged in works that are of the type, nature and scope similar to the Works;

- 1.2.39** “**Government Authority**” means the Government of India, any state government or any local authority or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with Owner or the Contractor) or commission under the direct or indirect control of such central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.
- 1.2.40** “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be.
- 1.2.41** “**INR**” or “**Rupees**” means the legal currency of the Republic of India;
- 1.2.42** “**Mechanical Completion Certificate**” also referred as “**Final Test Certificate**” shall mean a Mechanical Completion Certificate in respect of Mechanical Completion of the Unit, issued by the E-I-C under Clause **31.2** hereof.
- 1.2.43** “**LOA**”/“Letter of Acceptance”/“Letter of Intent” / “Notification of acceptance” / “Letter of Award”/ “Fax of Acceptance” shall mean the Letter of Acceptance of bid issued by the OWNER to the CONTRACTOR, and shall wherever the Contract so requires include the “Detailed LOA” subsequently issued by the OWNER to the CONTRACTOR.
- 1.2.44** “**Latent Defects**” has the meaning ascribed to it under Clause **33.1.1** hereof;
- 1.2.45** “**LICENSOR/PROCESS LICENSOR**” shall mean the Process Licensor for the UNIT or of any part thereof as per BDS and/or Technical section of Bidding Document.
- 1.2.46** “**Lumpsum Price**”/ “Contract Value”/“Total Contract Value”/ “Contract Price”/“Total Contract Price” shall mean the price indicated in FORM-SP-0 for execution of entire scope and requirement as specified in Bidding Document and subsequent amendments, if any. Break-up of the Lumpsum Price shall be provided in the subsequent form for milestone payment and billing purpose i.e. price of Design and Detailed Engineering, price of the Supply and the price of the Construction/Installation indicated in respective forms of the Price Schedule as the same is expressed in Indian Rupees and/or Foreign Currency.
- 1.2.47** “**Materials**” shall mean all materials, plant, machinery, instruments, components, assemblies, parts, spares and any other items and things whatsoever required for permanent incorporation in the works to establish the UNIT and/or works complete in all respect, and will include the replacement of any defective materials and of any materials damaged, lost, or destroyed during transit, storage, fabrication, erection, installation, testing, pre-commissioning, commissioning or otherwise upto and until issue of the Completion Certificate, and shall also include all construction materials.
- 1.2.48** “**Mechanical Completion**” shall be as defined Also refer **Annexure-VIII of SCC..**
- 1.2.49** “**Mobilisation**” shall mean establishment of sufficient and adequate infrastructure by the CONTRACTOR at and about the job site(s) comprising of construction equipment, aids, tools, tackle including establishment of temporary works, with facilities, utilities, man power and equipment ready to receive, transport and store materials and to commence and execute work at site(s), in accordance with the Progress Schedule to the satisfaction of the E-I-C.
- 1.2.50** “**Notified Claim**” shall mean a claim of the CONTRACTOR notified in accordance with the provisions of Clause 36.1 hereof.
- 1.2.51** “**Order**” and “**Instruction**” shall respectively mean any written order or instructions given by the OWNER or by the E-I-C to the CONTRACTOR within the scope of their respective powers in terms of the Contract.
- 1.2.52** “**Outside Battery Limit (OSBL) Facilities**” shall mean the Offsite Facilities & Utilities (if any) which are required to be set up by the CONTRACTOR outside the Battery Limit.
- 1.2.53** The “**OWNER/Company/BPCL**” means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns.



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- 1.2.54** “Parties” shall mean collectively the OWNER and CONTRACTOR, where “Party” refers to any one of the Parties, as relevant;
- 1.2.55** “Performance Test” means the test or series of tests to be carried out by the CONTRACTOR to prove the contractual guarantees with respect to the UNIT or any part thereof, whether with reference to its input, throughput, output, quality, quantity or consumption or otherwise.
- 1.2.56** The “Period of Liability”/ “Defect Liability Period” in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.
- 1.2.57** The “Permanent Work” means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 1.2.58** “Plans” and “Drawings” means to include maps, plans, tracings and prints forming part of the bid documents and any detail or working drawings, amendments and/or modifications thereof approved in writing by the E-I-C or any agency notified by the OWNER to the CONTRACTOR for the purpose and shall include any other drawings or plans in connection with the work or any supply as may from time to time be furnished by or approved in writing by the E-I-C or any other agency nominated by the OWNER in this behalf .
- 1.2.59** “Plant” means any and all permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided for incorporation or intended to be incorporated (whether later incorporated in the Facility or otherwise, including Spares) in the Facility whether or not supplied from outside India or from within India, but does not include consumables, Contractor's Equipment and Materials.
- 1.2.60** “Pre-commissioning” shall be as defined in **Annexure-VIII of SCC**.
- 1.2.61** “Price Schedule” or “Schedule of Prices” or **SOP** shall mean the Price Schedule annexed to the Detailed LOA.
- 1.2.62** “Price of Materials” shall mean the prices of permanent materials and equipment such as compressors, pumps, motors, columns, vessels, reactors, heat exchangers, piping, electrical, instrumentation, etc. which are **finished goods** and included under specified form of SOP; and shall also include the Construction Materials which are included under the CONSTRUCTION PRICE in specified forms of SOP including the taxes and duties as per provisions of Bidding Document.
- 1.2.63** “Price of Services” shall mean the prices of services in relation to providing residual process design, detailed engineering which shall be included under ENGINEERING PRICE and services related to construction /installation which shall be included under CONSTRUCTION PRICE including the taxes and duties as per provisions of Bidding Document.
- 1.2.64** “Progress Schedule” shall mean the Progress Schedule for the work as defined in Clauses 23.6.5 hereof and shall, in the event of more than one progress schedule being prepared, include each of such progress schedules.
- 1.2.65** “PROJECT” means the project embracing the Works and /or Unit(s) forming the subject matter of the bid and the Scope of Contract, including but not limited to the Unit, Plant and/or Facility;
- 1.2.66** “PROJECT MANAGEMENT CONSULTANT” or “PMC” or “CONSULTANT” shall mean **Engineers India Limited** as defined in ITB.
- 1.2.67** “R.A. Bill / Invoice” means a fully supportive Bill / invoice for the payment of “on account” monies to the CONTRACTOR in terms of Clause **35.5** hereof and associated Clauses thereunder.
- 1.2.68** “Schedule of Activities” shall mean the Schedule of Activities from time to time submitted by the CONTRACTOR and approved by the EIL/OWNER pursuant to the provisions of the Contract.
- 1.2.69** “Scope of Supply” means the obligation of the CONTRACTOR to supply the totality of materials either expressly provided or implied in the Contract for the completion of the Scope of the Contract including (but not limited to) the supply as identified in the Bid Document.
- 1.2.70** “Scope of Contract” means the totality of work and services to be performed by the CONTRACTOR within the Scope of Work and totality of materials to be supplied by the CONTRACTOR within the Scope of Supply and shall include (but not be limited to) all works/services and supplies and other obligations **by expression or implication** envisaged in the Bid Documents.



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- 1.2.71** The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 1.2.72** "**Scope of Work**" and "**Scope of Services**" and "**Work**" are synonymous and mean the totality of the work/services by expression or implication envisaged in the Contract or part thereof, as the case may be, including (but not limited to) the work as detailed in the Bid Documents, and include all work, facilities, materials, utilities, consumables and equipment and labour required for or relative or incidental to or in connection with the preparation for, commencement, performance, completion, testing, Pre-commissioning, Start-up, Commissioning, performance guarantees, replacement and/or rectification of any Work(s)/services and/or in the maintenance or inspection of the Work(s) and any and all Temporary Works required for or incidental to any Work/service.
- 1.2.73** "**Security Deposit (SD) / Contract Performance Bank Guarantee (CPBG)**" shall mean duly executed, **irrevocable, and unconditional on demand Bank Guarantee(s)** that is to be procured and maintained by the CONTRACTOR in accordance with clause no. **4.0** hereof and associated Clauses there-under to secure the due and faithful performance of the contract.
- 1.2.74** "**Specifications**" means the various specification as set out in the specifications and other documents forming part of the Bid Documents and as referred to and derived from the contract and any order(s) or instruction(s) thereunder, and in the absence of any specifications as aforesaid covering any particular work or supply or part or portion thereof shall mean the relevant BS, AWS, API, ASTM, BIS, AWWA or NACE, ASME, HEI, IEC, Indian Boiler Regulation (IBR), IEEE standard or code, as the case may be, approved by the E-I-C and in the absence of any such standard or code covering the relative work or part or portion thereof, shall mean the relevant Indian Standard and international standard or practice applied as a standard Engineering practice for the work and approved in writing by the E-I-C with or without modification(s). All references to any code, standard, specification or practice in the specifications shall be deemed to be a reference to the latest edition of relative code, standard, specification or practice, as the case may be, prevailing as on date of submission of the last price bid, notwithstanding the mention of any previous year or date of edition relative thereto in the specifications.
- 1.2.75** "**Start-up**" means all activities required to be performed after Pre-commissioning and prior to trial operation and shall include final Pre-commissioning inspection and check out of equipment, vessels and systems and supporting sub systems, initial operation of complete equipment and systems within the plant to obtain necessary pre-trial operation data, confirmation and correction of calibration, and change of safety interlock/control loop, shutdown inspection and adjustment and other steps required to be taken prior to and to enable commissioning/trial operation. **Also Refer Annexure-VIII to SCC.**
- 1.2.76** "**Sub-Contractor**" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/E-I-C/Site-in-Charge and their legal heirs, authorised representatives, successors and permitted assignees of such person, firm or Company.
- 1.2.77** "**Supply**" or "**Supplies**" means the supply of the totality of the materials and Equipment by expression or implication required to be supplied by the CONTRACTOR for permanent incorporation in the works within the Scope of Supplies.
- 1.2.78** "**Temporary Work**" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work conforming to practices, procedures applicable rules and regulations relevant in that behalf.
- 1.2.79** "**Tender**" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 1.2.80** "**Tools**" shall mean all tools and things whatsoever to be supplied by the CONTRACTOR to the OWNER within the scope of supply for or in relation to the operation and maintenance of the Unit or any part, machinery or component thereof.
- 1.2.81** "**UNIT**" shall mean the totality of the Units and Facilities comprised in the Scope of Contract, which form a distinct operating system.
- 1.2.82** "**Unit Rate**" shall mean the unit rate for the particular item of supply as specified in Bill of Materials and for Services as specified in the Bill of Activity.



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1.2.83 “**Utilities**” shall mean water (including raw water and treated water of all kinds), steam, gases of all kinds, power, electricity, gas and other sources of energy, lubricants, fuels, chemicals of all types (except catalysts and adsorbents forming part of the Plant or Process) whatsoever required for or incidental to the performance, testing or pre-commissioning of the works, not being materials required for permanent incorporation in the works.

1.2.84 The expression “**Works**” means the product of materials and services to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract. “**PLANT**” shall mean and Facilities and Unit comprised in the project.

1.2.85 “**DAMAGES**” means the *damages payable by either Party to the other of them, as set forth in this Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;*”

1.2.86 Abbreviation

- i) **PMC** means Project Management Consultant (PMC) for this Project. i.e. **ENGINEERS INDIA LIMITED (EIL)** having its registered office at 1, Bhikaiji Cama Place, New Delhi – 110066 is the Project Management Consultant (PMC) for the whole Project.
- ii) **ITB** means Instructions to Bidder
- iii) **EMD** means Earnest Money Deposit.
- iv) **GCC** means General Conditions of Contract.
- v) **SCC** means Special Conditions of Contract.
- vi) **SSCC** means Supplement to Special Conditions of Contract.
- vii) **SOP** means Schedule of Prices
- viii) **BQC** means Bidder Qualification Criteria.
- ix) **E-I-C** means Engineer-in-Charge
- x) **LOA** means Letter of Acceptance

2.0 INTERPRETATION OF CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The clause no. **15** (titled “**INTERPRETATION OF CONTRACT DOCUMENTS**”), **16** (titled “**SPECIAL CONDITIONS OF CONTRACT**”) and **96** (titled “**ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS**”) of GCC stands replaced by the following:

2.1 The several Contract documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.

2.1.1 Notwithstanding the sub-division of the Contract into these separate documents and/or volumes and/or heads, every part of each separate section/volume/head shall be deemed to be supplementary and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

2.1.2 Subject to the provisions of Clause **2.1.3** hereof, in case of an irreconcilable contradiction in the **commercial terms or conditions** to the extent that the two provisions cannot co-exist, the following shall prevail in order of precedence.

- (i) Contract Agreement
- (ii) Detailed LOA along with its enclosures
- (iii) Letter of Award / Acceptance along-with Statement of Agreed Variations
- (iv) Bid Data Sheet (BDS)
- (v) Supplement to Special Conditions of Contract
- (vi) Special Conditions of Contract Instructions to Bidders
- (vii) Schedule of Prices/Price Schedule



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(viii) General Conditions of Contract

(ix) Other documents

Note: Any Amendment/change order issued after signing of formal contract shall take precedence over respective clauses of formal contract and its annexures.

2.1.3 If in respect of any commercial term or condition, if any provision in the GCC is repugnant to or at variance with any provision(s) of the SCC and/or the Agreed Variations or if any provision of the SCC is repugnant to or at variance with any provision(s) of the Agreed Variations, and the two cannot be reconciled or otherwise co-exist, then unless a different intention appears, the provision(s) of the SCC shall be deemed to override the provision(s) of GCC and the provision(s) of the Agreed Variations shall be deemed to override the provision(s) of the SCC, but only to the extent that such repugnancies in the GCC cannot be reconciled with the SCC and/or Agreed Variations or to the extent that such repugnancies in the SCC cannot be reconciled with the Agreed Variations, as the case may be.

2.1.4 Without prejudice to the provisions of the GCC, whenever in the Bidding documents it is mentioned or stated that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his own cost and the Lumpsum Price shall be deemed to have included the cost of such performance and/or provision, as the case may be.

2.1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein and the codes referred to by expression or implication. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standard/specification/code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of the E-I-C shall be binding on the CONTRACTOR.

2.1.6 In case of an irreconcilable contradiction in the technical requirements or technical specifications between Indian standards/Applicable Codes & Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Schedule of Lumpsum Price and/or Agreed Variations to the extent that the two provisions cannot co-exist or be read together to satisfy both or all, the following order of precedence shall prevail. The order of precedence of documents shall be as follows with document at Level (i) having the highest precedence

- (i) Contract Agreement
- (ii) Detailed LOA along with its enclosures
- (iii) Letter of Award / Acceptance along-with Statement of Agreed Variations
- (iv) Job specifications/ Scope of Work
- (v) Drawings
- (vi) Technical/Material Specifications
- (vii) Quality Assurance Procedures
- (viii) Applicable Codes & Standards
- (ix) Bid Data Sheet
- (x) Supplement to Special Conditions of Contract
- (xi) Special Conditions of Contract
- (xii) General Conditions of Contract
- (xiii) Schedule of Prices/ Price Schedule
- (xiv) Instructions to Bidders
- (xv) Other documents

Note: Any Amendment/Change Order issued after signing of formal contract shall take precedence over respective clauses of formal contract and its annexures.

2.1.7 Should there be any doubt or ambiguity in the interpretation of the Contract documents or contradiction therein or should there be any discernible error or omission in any Contract



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document, the CONTRACTOR shall, prior to commencing the relative work or supply, as the case may be, apply in writing to the E-I-C for his decision for resolution of the doubt, ambiguity or contradiction or correction of the error or making good the omission, as the case may be. Should the CONTRACTOR fail to apply to the E-I-C for his decision as aforesaid prior to commencing the relative work or supply, the CONTRACTOR shall perform the said work or make the said supply, as the case may be, at his own risk, and the provisions of **Clause 2.1.10** hereof shall apply to any such work performed or supply made by the CONTRACTOR.

- 2.1.8** Notwithstanding anything provided in **Clause 2.1.7** hereof above, either the CONTRACTOR or any representative of the OWNER or EIL may, at any time prior to or during the execution of the work or supply of any material or any part thereof (if the CONTRACTOR has failed to make an application as provided for in **Clause 2.1.7**), apply to the E-I-C in writing for his decision in resolution of any doubt, ambiguity or contradiction or for the correction of any error or for making good the omission as the case may be.
- 2.1.9** The decision of the E-I-C on any application under **Clause 2.1.7** or **Clause 2.1.8** hereof shall be in writing and shall be final and binding upon the CONTRACTOR and shall form part of the Contract documents, with the intent that the Contract documents shall be read as though the said decision is and was at all times incorporated therein.
- 2.1.10** In the event of the CONTRACTOR performing or executing any work or making any supply at variance with the decision of the E-I-C as aforesaid, then such work shall, if the E-I-C so consider necessary, be deemed to be a defective work/ supply and the provision of **Clause 30.5** hereof and associated clauses thereunder shall apply thereto.
- 2.2** Any work or supply shown, indicated or included in any description of the work, plans, drawings, Specifications and/or Schedule of Price/Price Schedule or other Contract or Bid documents shall be deemed to form part of the work and/or supply contracted for, as the case may be, notwithstanding failure to show, indicate or include such work or supply in any other or others among the documents aforesaid with the intent that the indication or inclusion of the work or supply within any one of the said documents shall be deemed to be a sufficient indication or inclusion of the work or supply, as the case may be, within the work and supply covered by the Contract.
- 2.3** No verbal agreement, assurance, representation or understanding given by any employee or officer of the OWNER or so understood by the CONTRACTOR, whether given or understood before or after the execution of the contract, shall in any way bind the OWNER or alter the Contract documents unless specifically given in writing and signed by the OWNER or by the E-I-C on behalf of the OWNER and CONTRACTOR'S authorised representative as an Agreed Variation and amendment of the relative term(s) in the contract documents.
- 2.4** Clause headings given in this or any other contract documents are intended only as a general guide for convenience in reading and segregating the general subject of the various Clauses, but do not form part of the contract documents, with the intent that the Clause headings shall not govern the meaning or import of the Clauses thereunder appearing or confine or otherwise affect the interpretation thereof. The clauses and its sub-clauses shall be read in conjunction.
- 2.5** The OWNER/PMC may, as a measure of convenience to the CONTRACTOR, furnish Hindi or any other Vernacular translation of the several contract documents or any of them. Such translation shall, however, not in any way operate as the contract between the parties or regulate upon the terms and conditions of the contract documents, with the intention that all rights and obligations of the parties in terms of the contract documents and any reference to the contract or contract documents or any of them shall be deemed as the rights and obligations arising out of the contract or contract documents or any of them as written in English; and no claim, disputes, difference or other objection will lie or will be entertained by the OWNER on account of any reference in the import or interpretation between any provision contained in Hindi and/or any other Vernacular translation of the contract documents or any of them and the contract documents in English.
- 3.0** **DELETED**
- 4.0** **SECURITY DEPOSIT (SD)/CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)**
- Provisions of CPBG shall be as per GCC. Clause No. 18 has been modified to the following extent:



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- 4.1 The CONTRACTOR shall furnish Security Deposit/CPBG in form of an irrevocable and unconditional Bank Guarantee/e-Bank Guarantee/Insurance Surety Bond as per prescribed format attached with bidding document for an amount equivalent to **10% (Ten percent)** of the Lumpsum Price in the manner specified in Clause **18.1** para. **6** of GCC hereof. Such security deposit is to be held by the OWNER as security for the due performance and discharge of the CONTRACTOR'S contractual obligation under the contract and due discharge of CONTRACTOR'S liabilities under and/or arising out of the Contract.
- CPBG in form of Demand Draft shall not be acceptable.
- In case of award to the consortium, the Prime Member/leader of the Consortium shall submit the CPBG for the entire requisite amount of the CPBG on behalf of the Consortium. Separate CPBG's of respective values corresponding to their share in the Lumpsum Price from consortium member(s) are also acceptable, the combined CPBG shall be 10% of the Lumpsum Price of contract. In such a case, OWNER at its discretion, has the right to invoke any or both the CPBG's irrespective of the default by any or both the member(s) of the consortium.
- 4.2 The Bank guarantee/e-Bank Guarantee if submitted shall be from any bank as mentioned in List of Banks for submission of Bank Guarantees as per **Annexure-XX to SCC**. Until such time the CPBG is provided by the CONTRACTOR pursuant hereto and the same comes into effect, the Earnest Money Deposit(EMD) shall remain in force and effect, and upon such provision of the CPBG, the OWNER shall release the EMD to the CONTRACTOR. The security deposit shall be in Indian Rupee in the case of domestic contractors and in US Dollar/EURO in the case of foreign contractors.
- 4.2.1 Notwithstanding anything to the contrary contained in this Contract, the Parties agree that in the event of failure of the CONTRACTOR to provide the CPBG in accordance with the provisions of Clause **4.0** of SCC and within the time specified therein, the OWNER may encash the EMD and appropriate the proceeds thereof as damages towards compensation of genuine losses, and thereupon all rights, privileges, claims and entitlements of the CONTRACTOR under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the CONTRACTOR, and this Contract shall be deemed to have been terminated by mutual agreement of the Parties, in accordance with Clause **40.0**.
- 4.3 In case the lump-sum prices quoted by the contractors includes INR along with Foreign currencies, if permitted as per provisions of bidding document, then bidder to submit only one single Bank Guarantee valid as per Clause No. **18.1** of GCC. For arriving the BG values in equivalent Foreign Currency, in case of Foreign bidder the Indian supply and/or service component of lumpsum prices shall be converted to equivalent Foreign Currency considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids. Similarly, for arriving the Bid Security/CPBG values in INR in case of Indian bidder the foreign supply and/or service component of lumpsum prices shall be converted to equivalent INR by considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids.
- 4.4 Alternatively to Clause **4.3** above, the CONTRACTOR can submit two unconditional Bank Guarantee(s) from one or two Bank(s) in India as mentioned in **Annexure-XX** to SCC wherein one is for Indian Currency Component and the other is for Foreign Currency as acceptable to the OWNER and in a format provided by the OWNER, for a sum equivalent to **10% (Ten percent)** of the Lumpsum Price of the Contract. Such Bank Guarantee(s) to the extent that the Lumpsum Price as designated in Foreign Currency, shall be for an amount of **10% (Ten percent)** of the designated Foreign Currency(ies), and to the extent that the Lumpsum Price as designated in Indian Rupees, shall be for an amount of **10% (Ten percent)** of the designated Indian Rupees, and shall be valid in the first instance for a period of not less than **6 (six) months** after the expiry of the defect liability period.
- 4.5 **Contract value for purpose of Security deposit shall include all taxes & duties included in the Contractor's contract value (excluding GST).**
- 4.5.1 Provision of adjusting any EMD amount towards SD/CPBG shall not be applicable.
- 4.5.2 Para.3 of GCC Clause 18.1 stands deleted.
- 4.6 Non-refundable interest shall be charged at the **rate (SBI base rate prevailing on the date of issue of enquiry plus 1%) (refer Supplement to Special Conditions of Contract (SSCC))**, from the date the BG towards security deposit becomes due (15 days from the date of Award).



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- 4.7 In the event, if Contract Price is increased during the validity of Contract for any reason whatsoever, the value of the Bank Guarantee towards SD shall be increased proportionately by the Contractor within 7 (Seven) Days to ensure that it remains valid for an amount which is equivalent to 10% of the revised Contract Price, as determined by the E-I-C.
- 4.7.1 Bank Details in Clause No. 18.6 of GCC modified as below:
Name of Bank: State Bank of India
Branch : SARVODAYA CHAURAHA ,BINA, DIST. SAGAR (MP) - 470113
Account No: 32182313019
IFSC Code: SBIN0001427
MICR Code: 470002101
- 4.7.2 Submission of CPBG /SD in form of e-BG is acceptable to BPCL.
- 4.7.3 The proforma of CPBG/SD is per format enclosed in the GCC.
- 4.8 Without prejudice to any other right or remedy available to the OWNER, the OWNER may at any time and from time to time before issue of the Final Certificate under the Contract require the CONTRACTOR to renew the Bank Guarantee(s) for such period(s) as the OWNER may deem fit, and upon such request, the CONTRACTOR shall renew the Bank Guarantee(s) for the required period(s), and without prejudice to any other right or remedy under the Contract, and unless the OWNER shall not have required such renewal, the OWNER shall be entitled to encash the Bank Guarantee(s) or any of them which are not renewed at least 14 (Fourteen) days prior to the date of expiry thereof.
- It is clarified that the Contractor's obligation to provide, renew, replenish and maintain the Bank Guarantee(s) shall not be impacted by an communication provided or not provided by the Owner under this Clause 4.8.
- 4.9 A Bank Guarantee from any Foreign Bank will be acceptable only if the same is issued by its Indian Branch and the bank is mentioned in Annexure-XX to SCC. The Bank Guarantee shall be as per the prescribed format enclosed in the bidding document. Each page of the Bank Guarantee must be duly stamped & signed by the authorized signatory(ies) of the Bank. Corrections, if any, must also be initialled by the authorized signatory(ies) of the Bank. The Bank is required to send a copy of the Bank Guarantee(s) in confirmation directly to BPCL Bina Refinery - at the address given in the Instructions to Bidders.
- 4.10 Upon occurrence of a default by the CONTRACTOR or a breach under this Contract, the OWNER shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the CPBG the amounts due to it as damages for such default or breach of the CONTRACTOR.
- 4.10.1 Upon such encashment and appropriation from the CPBG, the CONTRACTOR shall, **within 30 (thirty) days thereof**, replenish, in case of partial appropriation, to its original level the CPBG, and in case of appropriation of the entire CPBG provide a fresh CPBG, as the case may be, and the CONTRACTOR shall, within the time so granted, replenish or furnish fresh CPBG as aforesaid failing which the OWNER shall be entitled to terminate the Contract in accordance with Clause 40.0.
- 4.10.2 The OWNER shall release the CPBG within **6 (six) months** of the expiry of the Defect Liability Period or the extended Defect Liability Period, as the case may be, under this Contract as per provisions in Clause 38.0 hereof. Notwithstanding the aforesaid, the Parties agree that the OWNER shall not be obliged to release the CPBG until all Defects identified during the Defect Liability Period or the extended Defect Liability Period, as the case may be, have been rectified to the satisfaction of the OWNER.
- 4.11 Upon determination of the contract prior to completion of the work(s) for any cause, the OWNER shall insofar as Security Deposit/CPBG is in any form, release/ discharge/ return, as the case may be, to the CONTRACTOR the unutilized balance of the Security Deposit/CPBG, if any, for the time being remaining in the hands of the OWNER, after settlement of accounts and discharge of all amounts due from the CONTRACTOR to the OWNER and fulfilment of all obligations of the CONTRACTOR.
- 4.12 It is noted that in case of set off of the Security Deposit against any claim of the Owner for payment of a sum of money arising out of this contract or under any other contract made by the



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Contractor with the Owner contracting through BPCL, the GST on such set off will be borne by the Contractor.

4.13 In the event of non-submission or delay in submission of Security Deposit by the CONTRACTOR, the provisions under Clause No. 40.0 shall be applicable.

5.0 PLANS, DRAWINGS AND APPROVALS FURNISHED BY OWNER

Provisions of GCC. Clause No. 51 has been modified to the following extent:

5.1 All Plans and Drawings and other information forming part of the bid documents have been provided by the EIL/OWNER in good faith with a view to assist the CONTRACTOR, and shall constitute only a general guidance to enable the CONTRACTOR to visualise the work and/or supplies contemplated under the contract. EIL/OWNER assumes no responsibility as to the correctness thereof, and the CONTRACTOR is expected prior to bidding, to have undertaken a complete and independent survey and to have made its own study and assessment of all factors relevant to the performance of the work or making the supplies. The CONTRACTOR shall exercise its knowledge and competence in scrutinising and evaluating such information and shall proceed with use of such information only after satisfying itself of its sufficiency and correctness for use.

5.1.1 It shall be the exclusive responsibility of the CONTRACTOR to call upon the E-I-C for and to pursue and obtain from the E-I-C any approvals required to be furnished to the CONTRACTOR under the Contract for the proper execution of the work or any particular item or job therein or for making available any front or supply of materials or utilities to be supplied by the OWNER, as the case may be, as and when required, sufficiently in advance of the stage of delivery of the materials or of the progress of the work for continuance of which the same shall be required. Any failure by the CONTRACTOR to do so shall be entirely at the risks and the costs of the CONTRACTOR and shall not constitute a ground for the extension of time. If the E-I-C shall fail to provide the CONTRACTOR requisite approval(s) or disapproval(s) or front(s) or supply, as the case may be, the CONTRACTOR shall give written notice to the E-I-C and to the OWNER stating specifically the approval(s), front(s) and/or utilities and/or supplies as the case may be, which is/are pending, the period for which it/they are pending, the reason(s) for which they are pending and specially stating that the notice is being given pursuant to the provisions of this Clause **5.1.1**.

5.1.2 The CONTRACTOR shall submit to OWNER/E-I-C, within the periods specified by OWNER/E-I-C, such documents, write-ups, designs, samples, patterns, models, data and other information as may be required in order to enable OWNER/E-I-C to furnish the requisite approval(s). The CONTRACTOR shall be responsible for any discrepancy, error, or omission in any drawings or other matters or things or documents and other particulars supplied by it whether or not such drawings, documents and particulars or other matters and/or things have been approved by the OWNER/ E-I-C.

5.1.3 The CONTRACTOR shall not deviate from the approved documents, drawings, samples, patterns, models or manuals except as directed in writing by OWNER/E-I-C.

a) With a view to expedite EIL/OWNER's approvals of critical drawings, the CONTRACTOR shall furnish to the E-I-C, in writing as precisely as possible, a list of critical drawings (hereinafter referred to "critical drawings") within **25 (twenty-five)** working days of the LOA or at the commencement of the kick-off meeting, whichever is earlier.

b) At the initiative of the CONTRACTOR, the E-I-C and the CONTRACTOR shall discuss as soon as possible and finalise the schedule for the presentation for approval of the critical drawings so as to enable appropriate persons to be assigned for approval of the drawings.

c) The critical drawings requiring the EIL/OWNER's approval shall be transmitted to EIL Office electronically for which the CONTRACTOR shall establish an electronic system compatible with that of EIL for document / data transfer. The details of the system available with the EIL are provided in the Bidding Documents. Failure by the CONTRACTOR to install such compatible electronic transfer system shall constitute a breach of the CONTRACTOR's obligations to which the provisions of Clause **40.1** of these SCC shall be applicable, without prejudice to any right of action available to the OWNER's in this behalf. Until the CONTRACTOR provides such system, the CONTRACTOR shall solely assume all risks and delay, and shall personally deliver to EIL's office all drawings and documents requiring approval and to depute to the EIL's designated office, its design



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engineer for across the table discussions with reference to the drawings/documents and to personally pick up from the designated offices of the EIL the reviewed/commented upon drawings/documents.

- d) It is anticipated that the non-critical drawings will be submitted periodically in accordance with a schedule to be established by the CONTRACTOR in consultation with the Engineer-in-Charge within **8 (eight) weeks** of the notification of award in conjunction with the Progress Schedule.
- e) Bottlenecks in critical and non-critical drawings shall be removed by discussion across the table between the OWNER / EIL with the CONTRACTOR and the CONTRACTOR's consultants and/or sub-vendors concerned. These meetings shall be held at the designated offices of OWNER or EIL once in a week or otherwise as required.
- f) The CONTRACTOR shall as soon as possible, after issue of LOA establish in consultation with the OWNER/EIL, the schedule for and modalities of Licensor's review of CONTRACTOR's drawings, so far as required.

5.2 The CONTRACTOR shall carefully study the plans/drawings and other Contract documents and shall bring to the notice of the E-I-C for clarification/correction, any ambiguity, error, discrepancy, contradiction or omission therein prior to the execution of related work(s) or undertaking the related supply(ies) as the case may be, under the provisions of Clause **2.1.7** hereof.

5.3 Notwithstanding anything to the contrary in the contract documents expressed or implied, and notwithstanding the absence of any ambiguity, error, discrepancy, contradiction or omission in the plans/drawings as aforesaid, the E-I-C shall be entitled at any time before or during the making of the related supplies or execution of the related works to amend/modify or alter any plan(s) or drawing(s) furnished to the CONTRACTOR by the OWNER and the CONTRACTOR shall, thereafter perform and/or continue to perform the related work(s) or supply(ies) as the case may be, according to the amended/modified/alterd plans/drawings without entitlement to any extra remuneration. Should the CONTRACTOR thereafter execute any relative work(s) or make any supply at variance there with, the provisions of Clause **30.5** hereof and associated clauses thereunder relating to defective work and supply shall apply thereto, provided that if any such amendment / modification/ alteration shall, in the opinion of the CONTRACTOR, necessitate an extension of time, the provisions of Clause **23.6.6** hereof and Clauses related thereto shall apply.

5.4 Copies of all approved plans and designs relating to the work(s) and supplies shall be kept and maintained at the CONTRACTOR'S office at the site and shall be made available to the E-I-C for inspection or reference at any time during the execution of work.

5.5 All plans, drawings and other documents furnished by the EIL/OWNER to the CONTRACTOR shall be and remain the property of the OWNER and shall be returned by the CONTRACTOR to the OWNER on completion of the work(s) or prior to determination of the contract.

5.6 Reference are also invited to clause **43.2** and **43.3** of GCC regarding drawings and other documents furnished by E-I-C/OWNER.

6.0 PLANS, DESIGNS, DRAWINGS AND SPECIFICATIONS TO BE FURNISHED BY CONTRACTOR

Provisions of GCC. Clause No. **52** has been modified to the following extent:

6.1 The CONTRACTOR shall within scope of his work prepare detailed working and other plans, drawings and designs required for or in connection with the performance of the work or selection, procurement or making any supply, and these plans/ drawings shall be got approved from the EIL/OWNER before the CONTRACTOR commences the performance of the relative work or making the relative supply.

6.2 The CONTRACTOR shall within the scope of his work also carry out investigative and design studies and prepare detailed design for the various materials and works covered in the contract documents. Such detailed designs along with referred codes, standards and practices, back-up calculations, computer runs and other details on basis of which the designs have been prepared shall be subject to the EIL/OWNER's approval. Detailed working drawings and material specifications shall be prepared and established on the basis of the approved design(s) and shall also be subject to the EIL/OWNER's approval.



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- 6.3** Where the CONTRACTOR shall be required under the contract to prepare or furnish any plan(s) or specification(s) or other items or things in respect of the work or any particular work and/or supplies or any particular supply, the CONTRACTOR shall within **30 (thirty) days** (or such other period as the E-I-C may prescribe in this behalf) of receipt of LOA or not less than **90 (ninety) days** before the proposed date of commencement of the relative work or supply, which ever shall be earlier, submit to the E-I-C or other authorities specified by the OWNER in this behalf for approval the relative plan(s)/drawing(s)/ design(s) / specification(s)/ item(s)/ thing(s) concerned. The E-I-C/ specified authority shall be entitled at any time to suggest any amendment(s) or modification(s) in the plans/ drawings and/or specifications and the CONTRACTOR shall thereupon either convince the E-I-C/specified authority of the unnecessary in whole or part of such amendment or modifications or shall implement the same and shall cause the plan(s)/drawing(s)/ design(s)/ specification(s)or item(s) or thing(s) concerned to be accordingly amended, provided that no such approval of or amendments/ modifications in the plans/drawings/designs/specifications by or suggested by the E-I-C/specified authority shall anyway absolve the CONTRACTOR of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative to the utility and suitability of the CONTRACTOR's plans/drawings/designs/specifications or items or things concerned in or for the relative works or supplies and fulfilment of all specifications and performance and other guarantees of the consequent works/supplies, any such approval or suggestion by the E-I-C/OWNER as aforesaid being intended only by way of assistance to the CONTRACTOR and the OWNER and E-I-C shall bear no responsibility and liability whatsoever in relation to such approval, the plan, drawing, design, specification or other item or thing approved and any resultant work or supply were faulty and/or not in accordance with the contractual requirements.
- 6.3.1** The CONTRACTOR shall furnish **six prints** each of the drawings for approval of the E-I-C. Drawing for EIL/ Owner's approval shall be submitted only in digital form.
- 6.4** The CONTRACTOR shall not permit any work to be done or any material to be supplied or fabricated or manufactured at variance with drawings/ designs/ specifications approved by the E-I-C or other specified authority. The approved drawings may be released to the CONTRACTOR for fabrication/ installation progressively.
- 6.5** Unless otherwise required at least **3 (three) sets** of direct reading reproducible, no lower in quality than auto positive of extra thin paper able to produce clean legible prints (the reproducible to be submitted in roll forms) **3 (three) sets** of prints of all approved plans/drawings/ designs/ specifications prepared by the CONTRACTOR, together with similar sets of reproducible and prints of all revisions/amendments/ modifications therein shall be lodged with the E-I-C/ specified authority for the record of the OWNER, such sets of plans/ drawings/designs/ specifications shall be signed by the CONTRACTOR and shall indicate thereon the number and date of each revision/ amendment and of the communication of the E-I-C or any other agency appointed by the OWNER for the approval thereof, by which the approval was given. Contractor is required to submit **3(Three) sets of hard copies of 'As built' drawing**.
- 6.5.1** All the Final drawings shall bear the certification stamp as indicated below, duly signed by both, the CONTRACTOR and the approving authority specified/ E-I-C:

Certified true for EPCC Package No.	
Contract No.	
Signed (CONTRACTOR):	
Signed by PMC (on behalf of BPCL)	

The native files to be uploaded on eDMS or as specified in Technical Section of Bidding Document. The native files shall also be uploaded to BPCL EPPDMS.

- 6.6** The drawings and documents to be submitted by the CONTRACTOR to EIL/OWNER after award of the work as per the requirements enlisted in the bidding document elsewhere shall be for EIL/OWNER's review, information and record. The CONTRACTOR shall ensure that drawings and documents submitted to EIL/OWNER are accompanied by relevant calculations, data as required and essential for review of the document / drawings by EIL/OWNER.
- 6.7** All documents and drawings including those of CONTRACTOR's sub-vendor's manufacturer's etc. shall be submitted to EIL/OWNER after having been fully vetted in detail, approved and corrected by the CONTRACTOR & shall bear CONTRACTORs seal / certifications to this effect. All documents / drawings & submissions made to EIL/OWNER without compliance to this



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requirement will not be acceptable and the delay & liability owing to this shall be to the CONTRACTOR's account.

- 6.8** The review of documents and drawings by EIL/OWNER shall not be construed by CONTRACTOR as limiting any of his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing / documents reviewed by EIL/OWNER, CONTRACTOR shall incorporate the comments as required and ensure their compliance. The subsequent submission by the CONTRACTOR of the updated drawings / documents shall be accompanied by a compliance report etc. The submissions calling for repeated reviews by the EIL/OWNER shall be avoided by the CONTRACTOR.
- 6.9** Any inaccuracies, errors and non-compliance to contractual requirements will be rectified by the CONTRACTOR. Delay occurring on this shall be to the account of the CONTRACTOR.
- 6.10** The Works shall be free of all Defects in materials and workmanship and shall be adequate, stable, safe and strictly compliant with the instructions of E-I-C, the Drawings and Designs, the Specifications and Good Industry Practice, such that the Facility when complete shall be capable of meeting the Guaranteed Performance Levels.
- 7.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS, ORDERS AND INSTRUCTIONS**
- 7.1** In addition and without prejudice to the provisions of Clause **5.0** and **6.0** and associated clauses thereunder, if the E-I-C is of opinion that any plan, drawings, design or specification or order or instruction relative thereto within the CONTRACTOR'S scope of work or supply is in any way erroneous or is otherwise required to be modified, altered, amended or improved to conform to the Contract requirements, whether or not the same has or have been priorly approved by or on behalf of the OWNER, the E-I-C may by written notice to the CONTRACTOR at any time prior to or in the course of the execution of the works or any part thereof modify or amend the relevant plan, drawing, design, specification, order and/or any instruction or any of them by addition, omission, substitution or otherwise whatsoever, and the CONTRACTOR shall thereupon either convince the E-I-C of the unnecessary in the whole or part of the amendment(s) or modification(s) or shall implement the same and shall cause the plan, drawing, design, specification, order or instruction as the case may be to be accordingly amended and the CONTRACTOR shall thereafter carry out the work or supply or the related work or supply, as the case may be, in accordance with such altered specification, order, instruction, plan, drawing and/or design, as the case may be, on the same terms and conditions in all respects without entitlement to any additional remuneration or price.
- 7.1.1** In addition to and without prejudice to Clause **7.1** hereof, the E-I-C shall have the power by written notice to the CONTRACTOR at any time prior to the or in the course of the execution of the relative works or supply or any other part thereof, to alter or amend or modify any other requirement. If and so far as the alteration, amendment and/or modification requires any consequential amendment in any plan(s), drawing(s), design(s) or specification(s) within the CONTRACTOR'S scope of work and/or supply, the CONTRACTOR shall make such alternations, amendment(s) or modification(s) as the case may be.
- 7.1.2** If such alteration, amendment, modification or improvement under Clause **7.1** or **7.1.1** shall, in the opinion of the CONTRACTOR, necessitate an extension in the time for completion, the provisions of Clause **23.6.6** hereof and related clauses with regard to the extension of time shall apply.
- 7.2** If any alteration, amendment or modification under Clauses **7.1.1** shall, in the opinion of the OWNER/EIL, result in a reduction in the scope of work or specifications of the work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, or if in the opinion of the CONTRACTOR, the alteration, amendment or modification shall result in an increase in the scope of work or specifications of the work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, the EIL/OWNER or the CONTRACTOR, as the case may be, shall serve written notice thereof to the other, with a copy to the Engineer-in-Charge, and the provisions of Clause **9.0** and associated provisions thereunder applicable to a Change Order initiated by the OWNER or CONTRACTOR, as the case may be, shall mutatis mutandis apply. Such notice shall constitute and shall comply with the requirements of a Change Order Proposal under Clause **9.1** (if initiated by the EIL/OWNER) or Clause **9.2** (if initiated by the CONTRACTOR).



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- 7.2.1 Pending finalisation of a change order pursuant to a notice/change order proposal given under the provisions of Clause 7.2 hereof, the CONTRACTOR shall continue and be bound to continue and perform the work(s) and/or make the supply(ies) to completion in all respects according to the Contract (unless the contract or works be determined by the EIL/OWNER) and the CONTRACTOR shall continue to be liable and bound in all respects under the Contract.
- 8.0 **ALTERATION IN THE SCOPE OF WORK OR SUPPLY**
- Provisions of GCC Clause No. **62 stands replaced** as follows:
- 8.1 EIL/OWNER may at any time(s), before or after the commencement of the work or supply, notice in writing issued to the CONTRACTOR, alter the scope of work or supply, by:
- a) increasing or reducing the quantities relative to any job(s) or supply(ies) or by
 - b) increasing or reducing the job(s) required to be done or supplied with respect thereto or by
 - c) omitting therefrom any specific job(s) or portion(s) or by
 - d) substituting any existing jobs or operations with other jobs and/or operations, or by
 - e) requiring the CONTRACTOR to perform any extra works and upon receipt of such notice the CONTRACTOR shall execute the job(s) and/or make supplies as required within the altered scope of work and/or supply ,
- by issuing a notice specifying in reasonable detail the Works and Services contemplated thereunder (the “**Change of Scope Notice**”).
- 8.2 If any alteration in the scope of work and/or supply shall in the opinion of the CONTRACTOR, necessitate any extension in time for completion ,the CONTRACTOR shall submit the details of the same in accordance with Clause 9.0 for the issuance of a **Change Order proposal** and the provisions of Clause 23.6.6 hereof and related Clauses with regard to the extension of time shall apply.
- 8.3 If an alteration under clause 8.1 shall, in the opinion of the OWNER, result in a reduction in the scope of work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, or if in the opinion of the CONTRACTOR, the alteration, amendment or modification shall result in an increase in the scope of work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, the OWNER or the CONTRACTOR as the case may be, may initiate a Change Order Proposal by serving written notice thereof to the other, with a copy to the E-I-C, and the provisions of Clause 9.0 and associated provisions thereunder applicable to a Change Order initiated by the EIL/OWNER or CONTRACTOR, as the case may be, shall mutatis mutandis apply. Such notice shall constitute and shall comply with the requirements of a Change Order Proposal under clause 9.1 (if initiated by the OWNER) or Clause 9.2 (if initiated by the CONTRACTOR).
- 8.4 Pending finalization of a Change Order pursuant to a notice/Change Order Proposal given under the provisions of Clause 8.3 hereof, the CONTRACTOR shall continue and be bound to continue and perform the work(s) and/or make the supply(ies) to completion in all respects according to the Contract (unless the Contract or works be determined by the EIL/OWNER) and the CONTRACTOR shall continue to be liable and bound in all respects under the Contract.
- 8.5 OWNER reserves their right to execute any additional works/ extra works, during the execution of Work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of Work awarded to the CONTRACTOR. In the event of such decisions taken by OWNER, CONTRACTOR is required to extend necessary cooperation, and act as per the instructions of E-I-C. This is without prejudice to the rights of the OWNER to get the additional works/ extra works executed by the CONTRACTOR.
- 9.0 **CHANGE ORDERS**
- 9.1 If a “**Change Order Proposal**” has been initiated by the OWNER pursuant to a “**Change of Scope Notice**”, the Contractor shall, with due diligence and provide to the E-I-C/OWNER such information as is necessary, together with documentation in support of:
- 9.1.1 the reduction in the Lumpsum Price as contemplated by the E-I-C/OWNER by virtue of the change(s) referred to in the notice and shall set forth the basis for the calculation thereof;
- 9.1.2 the impact, if any, which the Change of Scope is likely to have on the timeline of the completion of the Project .



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- 9.1.3 the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including but not limited to detailed engineering analysis and costing related information and documents.
- 9.2** A Change Order Proposal may be initiated by the CONTRACTOR only within **21 (twenty one) days** from the date of issue of **Change of Scope Notice** or orders or instructions relative to any works for which the CONTRACTOR claims the additional payment or compensation. The Change Order Proposal made by the CONTRACTOR shall set out the reasons for the proposal and the basis on which the increase in the Lumpsum Price is proposed to be calculated and shall give particulars of the order or instruction from which it arises. The contractor shall inform the E-I-C of the prices which he intends to charge for such alteration/modification of supply/works supported by analysis of the rate or rates claimed.
- 9.2.1** Any Change Order Proposal made by the contractor should accompany the contractor's analysis of the extra cost/ price reduction, as well as, the time implications thereof, based on which EIL/Owner shall analyse and take decision on the Change Order proposal of the Contractor.
- 9.2.2** If the CONTRACTOR fails to initiate a Change Order Proposal against Change of Scope Notice issued by the OWNER within the time and in the manner specified in Clause **9.2**, the Change of Scope issued in the Change of Scope Notice will be deemed to be accepted and a Change Order will be deemed to have been issued and the CONTRACTOR will be liable to complete the modified Scope of Contract in the original cost and time of the Contract. The OWNER shall not be liable for or in respect of a claim of additional cost or extension of time or Change Order Proposal subsequently or otherwise made or initiated by the CONTRACTOR in respect of such Change of Scope, and the CONTRACTOR hereby waives and relinquishes any and all rights in respect of any such claim or Proposal subsequently or otherwise made or initiated by the CONTRACTOR.
- 9.3** EIL shall promptly consider a Change Order Proposal submitted by the CONTRACTOR in compliance with Clause **9.2**. EIL shall submit its recommendations to the OWNER within 2 (two) weeks of receipt of the Change Order Proposal.
- 9.3.1** The OWNER shall within **3 (three) weeks** thereafter examine the Change Order Proposal and the recommendations of E-I-C and convey in writing to the CONTRACTOR it is in principle approval or disapproval of the Change Order Proposal.
- 9.3.2** Deleted
- 9.3.3** EIL shall review the detailed engineering and costing of the change proposed by the CONTRACTOR and submit to the OWNER and the CONTRACTOR its comments thereon within **three (3) weeks** of the receipt thereof.
- 9.3.4** Within **4 (four) weeks** of receiving EIL's comments, OWNER shall settle with the CONTRACTOR on the costing of the change and issue a Change Order incorporating the cost and time impact of the change by increase or reduction, as the case may be, in the Lumpsum Price. The OWNER may call the CONTRACTOR for negotiations for settlement of Change Order(s). Change Order(s), shall be placed once every six months the date of LOA by OWNER or once the agreed cumulative costing of the change becomes more than **5%**(five percent)of the Lumpsum Contract Value, whichever occurs earlier.
- 9.4** Deleted.
- 9.5** Deleted.
- 9.6** Provided always that the provisions with respect to a Change Order or a Change Order Proposal shall not be applicable if:
- the change of supply or services or work is required by the EIL/OWNER before approval of detailed design or engineering to meet the requirements of the Contract.
 - the change of supply or services or work is necessary at any time in order for the CONTRACTOR to comply with the requirements of the Contract or the CONTRACTOR's responsibilities under the Contract,
 - the additional supply or services or works are required because of any delay or deficiency attributable to the CONTRACTOR,
 - the additional Work/ services and/or materials are required to make good the CONTRACTOR's Warranties and/or Guarantees as set forth in the Contract.
 - the change relates to the repair, rectification or re-performance of any of the defective Work(s) or materials within the CONTRACTOR's scope or supply or services or work.



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- 9.7** Unless otherwise agreed between the CONTRACTOR and the OWNER, the price implications of a Change Order Proposal for addition to or subtraction from the Lumpsum Price shall be calculated on the following basis:
- (A) (i) For Materials covered under the CONTRACTOR's scope of supply (including equipment) incorporated in work(s) not being Civil and Structural Works covered by (B) below, at cost of such materials involved in the work(s) to which the Change Order Proposal relates, as witnessed by the Supplier's relative invoices;
- (ii) For works and services, other than Civil and Structural works covered by (B) below, at the cost of labour and consumables and utilities involved in the works to which the Change Order Proposal relates and the cost of equipment involved in the execution of such work, the cost of the equipment to be worked out by amortization in the manner provide in Clause **9.7.1**;
- (iii) **6 % (six per cent)** of (i) and (ii) above to cover design and other engineering and overall co-ordination costs (if applicable).
- (iv) **10% (ten per cent)** of the total of (i), (ii) and (iii) above to cover all other costs, overheads and profit.
- (B) (i) For Civil and Structural works involved in the works to which the Change Order Proposal relates, on basis of the Central Public Works Department (CPWD) rates then prevailing for the location of the works or, in the absence of the existence of CPWD rates for the location, at the applicable State Public Works Department (PWD) rates, which cover costs, overheads and profit;
- (ii) **6 % (six per cent)** of (i) above to cover design and other engineering and overall co-ordination costs (if applicable).
- 9.7.1** Unless otherwise agreed, for the purposes of calculating the increase or reduction in the Lumpsum Price consequent upon a Change Order Proposal with respect to any works other than Civil and Structural work(s) covered by Clause **9.7 (B)**, as and from the date of the initiation of a Change Order Proposal, the CONTRACTOR shall on each day prepare and submit to the OWNER, a statement of time worked by all labour employed in the work/services to which the Change Order Proposal relates and showing the description and quality and invoiced costs of all CONTRACTOR supplied materials (including equipment) incorporated in the works and the cost of materials and utilities and equipment utilized for the work to which the Change Order Proposal relates. Such statement shall be submitted by the CONTRACTOR on a daily basis to the OWNER after obtaining the comments (if any) and signature of the E-I-C thereon. At the end of each month, the CONTRACTOR shall deliver to the OWNER for approval a price statement of the cost of labour, materials, utilities and equipment used in this behalf. The cost of mechanical equipment utilized for the work shall be worked out on a capital amortization of **2000 (two thousand)** working days. Notwithstanding any dispute as to the cost allocation, the Statement shall be signed by the E-I-C with a Note of dissent as a record of the views of the E-I-C thereon.
- 9.7.2** Unless otherwise agreed, the amount calculated under Clause **9.7** shall solely determine the rights of the OWNER or the CONTRACTOR, as the case may be pursuant to a Change Order Proposal in respect of which the OWNER is entitled to a reduction in the Lumpsum Price or the CONTRACTOR is entitled to an increase in the Lumpsum Price.
- 9.7.3** It is hereby specifically clarified as follows:
- a) Nothing provided herein shall in any manner permit the CONTRACTOR to disobey any order(s) or instruction(s) of the E-I-C or OWNER or other person or authority competent to issue such order(s) or instruction(s) or to await the outcome of the process set forth herein for claiming or determining the cost implications or implementing such order(s) or instruction(s).
- b) The CONTRACTOR shall within the Scope of Work and Services be bound to promptly and timely implement such order(s) or instruction(s).
- c) The time taken in implementing the process herein set forth shall in no circumstances constitute a ground for extension of time under Clause **23.6.6** or Clause **26.6.7** or otherwise.
- d) Any delay or inability by EIL to consider and/or submit its recommendations on a Change Order Proposal in accordance with Clause **9.3** or to review and/or submit its comments in



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accordance with Clause 9.3.3, or by the OWNER to examine the Change Order Proposal, or convey its approval or disapproval to the Change Order Proposal in accordance with Clause 9.3.1 or to convey its agreement or to issue a Change Order under Clause 9.3.4 shall in no circumstances constitute a ground for extension of time under Clause 23.6.6 or Clause 23.6.7 or otherwise.

- 9.8** In the event the **Parties** are unable to agree to the proposed Change of Scope and and a Change Order is not issued or deemed to be issued in accordance with this Contract, the OWNER may, after giving notice to the CONTRACTOR and considering its reply thereto, award such works or services to any other agency; provided that the CONTRACTOR shall have the option of matching the final proposal submitted by such Person subject to payment of **[2% (two per cent)]** of the price for relevant works to the OWNER. It is also agreed that the CONTRACTOR shall provide assistance and cooperation to the agency who undertakes the Works or Services hereunder but shall not be responsible for rectification of any Defects in works carried out by other contractors appointed in accordance with this Clause **9.8**.
- 10.0 CANCELLATION OF CONTRACT (TERMINATION FOR CONVENIENCE)**
- Termination for Convenience shall be as per GCC. Clause No. **42**.
- 11.0 SUSPENSION OF WORK AND SUPPLIES**
- Provisions of GCC. **Clause No. 71** has been modified to the following extent:
- 11.1** EIL/OWNER may at any time(s), at his discretion should he consider that the circumstances so warrant (the decision of the E-I-C as to the existence of circumstances warranting such suspension shall be final and binding upon the CONTRACTOR), by notice in writing to the CONTRACTOR, temporarily suspend the work or supply or any part thereof for such period(s) as the E-I-C / OWNER shall deem necessary and the CONTRACTOR shall, upon receipt of the order of suspension, forth with suspend the work(s) or supply(ies) or such part thereof as shall have been suspended until he has received a written order from the E-I-C / OWNER to proceed with the work suspended or any part thereof.
- 11.1.1** During the period of any suspension under Clause **11.1**, the CONTRACTOR shall at his own cost within the scope of the relative work, properly protect and secure the work and materials so far as is necessary in the opinion of the E-I-C.
- 11.2** If the suspension under Clause **11.1** is for reasons of force majeure as defined in Clause **15.10 hereof** or by reason(s) of the default or failure on the part of the CONTRACTOR or is for the purpose of ensuring safety of the work(s) or any part thereof or is necessary for the proper execution of the work(s) or is for reason(s) of weather affecting the safety or quality of the work(s) or materials (the reasons for the suspension stated by the E-I-C/ OWNER in any notice of suspension as aforesaid, inclusive as to existence or default or failure on the part of the CONTRACTOR, if so stated in the notice, shall be final and binding upon the CONTRACTOR), the CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by the CONTRACTOR by virtue of any suspension as aforesaid, notwithstanding that consequent upon such suspension, the machinery, equipment and/or labour of the CONTRACTOR or any part thereof shall be or become or be rendered idle and notwithstanding that the CONTRACTOR shall be liable to pay salary, wages or hire charges and expenses thereof or therefore.
- 11.3** Unless the suspension is by reason of default or failure on the part of the CONTRACTOR (and the reasons for the suspension stated by the Engineer-in-Charge in any notice of suspension as aforesaid inclusive as to the existence of default or failure on the part of the CONTRACTOR if so stated in the notice, shall be final and binding upon the CONTRACTOR), if in the opinion of the CONTRACTOR such suspension shall necessitate any extension in the time of completion, the provisions of Clause **23.6.6** hereof and related Clauses in respect of extension of time shall apply.
- 11.4** In the event that the suspension continues for a period of **12 (twelve) weeks or more**, the OWNER in consultation with EIL and the CONTRACTOR shall forthwith review the situation with a view to take suitable remedies, including termination of contract. If the parties are unable to agree upon a suitable remedy, either party may terminate the Contract by giving the other party written notice of such termination, provided that any notice of termination by the CONTRACTOR shall be operative only if the E-I-C/ OWNER does not lift the suspension **within 4 (Four) weeks** of receipt of the CONTRACTOR's notice in this behalf, and the CONTRACTOR's notice shall so specify. In event of Force majeure, the provisions of Clause **15.10 hereof** shall apply.



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- 11.5** In the event of such termination being upon a suspension consequent to a default or failure by the CONTRACTOR, the CONTRACTOR shall not be entitled to any damage, compensation, loss of profit or other compensation whatsoever in addition to payment for the completed supplies made and completed works done in accordance with the terms of the Contract in accordance with the provisions of Clause No. **42** of GCC.
- 11.6** Except for a suspension by written order of the E-I-C under Clause **11.1** hereof, the CONTRACTOR shall not suspend the work for any cause and any such suspension, if occur shall be likely to be attended by consequences under Clause **40.1.1** hereof.
- 11.7** Notwithstanding anything provided in Clause **42 of GCC** and/or Clause **11.0** hereof and related Clauses thereunder, upon a cancellation of the Contract under the provisions of Clause **10.0** hereof or termination of the Contract under provisions of Clause **11.4** hereof, the provisions of Clauses **40.3 to 40.7** hereof consequent upon termination of Contract shall apply. Should the termination be one to which the provisions of Clause **11.5** hereof apply, then the provision of **Clauses 40.2, 40.2.1, 40.8, 40.9, 40.10, 40.11 and 40.12** consequent upon termination of Contract shall also mutatis mutandis apply.
- 12.0** **WORK FRONT**
- GCC Clause No. **53 & 56** shall be read in conjunction with the following:
- 12.1** The work front/ job site/ Free Issue Material (if applicable) required by the CONTRACTOR for the performance of the works shall be handed over by the OWNER to the CONTRACTOR sequentially in the stages meeting the CONTRACTOR's requirements for the works with a view that the CONTRACTOR shall so plan his works as to perform and achieve completion in a sequential manner without starting all the works at the same time.
- 12.2** To this end, **within 4 (Four weeks)** of the LOA, the CONTRACTOR shall finalise in consultation with the E-I-C, sequential requirements of the work front/ job site/Free Issue Material (if applicable) taking into account other works concurrently being undertaken by the OWNER at and about the same job site and/or on the performance or completion of which the CONTRACTOR's performance depends (the "Front Release Programme")
- 12.3** In the event that the OWNER for any reason(s) not attributable to the CONTRACTOR, is unable to hand-over to the CONTRACTOR, the relative work front/ job site/ Free Issue Material (if applicable) on the planned date of release thereof as specified in the Front Release Programme, as a result of which the CONTRACTOR is prevented from continuing with the work, the CONTRACTOR shall give written notice thereof to the E-I-C and the OWNER, specifying the particular work-front/job site with reference to which the default has occurred and specifying that notice is being given under this Clause **12.3**, and if the work front/job site/ Free Issue Material (if applicable) is not thereafter sufficiently made available to the CONTRACTOR within **10 (ten) days** from the receipt of such notice and the CONTRACTOR cannot commence or progress with the work, the CONTRACTOR shall be entitled to resort to the provisions of Clause **23.6.6** and **23.6.7** for extension of time if so required as the CONTRACTOR's sole remedy.
- 13.0** **MATERIALS, LABOUR, EQUIPMENT AND FACILITIES**
- Clause No. **55 of GCC** stands modified to the following extent:
- 13.1** **CONTRACTOR'S RESPONSIBILITY**
- 13.1.1** Notwithstanding anything to the contrary in the Contract Documents expressed or implied, the CONTRACTOR shall be and remain at all times exclusively responsible to supply all material and provide all labour, equipment, machinery and facilities and utilities and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the job description, Schedule of Prices, the specifications, plans, drawings and/or other Contract documents or howsoever otherwise as shall or may from time to time and at anytime be necessary for or in connection with the work, either for incorporation in or within the permanent works or relative to the execution and the performance of the work.
- 13.2** **MATERIALS**
- 13.2.1** The GCC along-with this SCC shall, on issue of the LOA to the CONTRACTOR, constitute a firm indivisible contract for the sale and supply, to the OWNER, of all materials required for incorporation in the permanent works as determined by the CONTRACTOR, within the scope of work, to be necessary to establish, commission and operate (so far as concerns mandatory spares) the Plant/ Unit delivered at site for imported materials as well as indigenous materials at



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the price specified in the Price Schedule. It is hereby clarified that the said contract shall include a contract for the sale and supply within the price of materials (and any recoveries in respect thereof under any policy of insurance) of all materials required for the replacement of any defective materials and any materials lost, damaged or destroyed during transit, storage, fabrication, erection or otherwise prior to the issue of the Completion Certificate.

13.2.2 (a) Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules, so that input credit can be availed by Owner. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, Owner shall not be liable to make any payment against such invoice.

(b) The Supplier's invoices to Contractor for imported materials shall include the cost of all pre-delivery tests and third party inspections charges (if same is in contractor scope as defined elsewhere in bidding document). However the subsequent CONTRACTOR's invoice shall include the CONTRACTOR's procurement charges.

For imported goods which where goods are cleared by filing into Bill of Entry in the name of Owner (import under MOOWR scheme), bidder to adhere to requirements as per Clause No. **B.2. b) & d)** of **Annexure-XXIV of SCC**.

(c) The Supplier's invoices to Contractor for indigenously supplied materials shall include all pre-delivery tests and Inspection charges (if specified in Inspection Methodology enclosed with Technical Section and Clause **29.18** hereof). However the subsequent contractor's invoice shall include the CONTRACTOR's procurement charges.

13.2.3 The CONTRACTOR shall be responsible at his own cost and initiative within the scope of services, to take delivery of the materials from the port of delivery in India in respect of imported materials and from the factory or ware-house or other place(s) of delivery in respect of indigenous materials and to transport these to the CONTRACTOR's stockpiles, godowns or other places of storage approved by the Engineer-in-Charge, and to transport the same from said godowns or place(s) of storage to the work site for incorporation in the permanent works.

The liability of insurance of material/equipment till it gets dispatched to work site shall remain with the Contractor.

13.2.4 The work of delivery and transportation of materials shall include (but not be limited to) the following:

I. Payment of custom duty, Social Welfare Surcharge, IGST and GST compensation cess, if applicable, for cases where contractor imports material where Contractors will become consignee of the goods by filling Bill of Entry for Home consumption, Clearance of the goods through custom and port clearance including filling and/or filing of all custom manifests, bills of entry, and custom declarations and other documents as may be required for the clearance of the goods from customs or port authorities, including making necessary payment of Customs Duties, Social Welfare Surcharge, IGST and GST compensation cess.

For Imported supplies by Contractors as built in import content where goods are cleared by filing into Bill of Entry in the name of Owner under MOOWR scheme, payment of custom duties & related levies shall be discharged by owner. However, Clearance of the goods through custom and port clearance including filling and/or filing of all custom manifests, bills of entry, and custom declarations and other documents as may be required for the clearance of the goods from customs or port authorities shall be in Contractor's scope.

II. Stevedoring, clearing, forwarding and handling services as required for clearing, forwarding and handling imported and indigenous materials and consignments including payment at CONTRACTOR's cost of any demurrage, wharfage, port charges, siding charges, retention charges, detention charges or other charges whatsoever and howsoever designated or levied by any railway, air-port, ship and/or other authorities for or in connection with the loading, unloading or detention of any materials or vessels or other means of transport beyond the free period or unloading, clearance, retention or detention or loading, as the case may be, provided by the relevant authority(ies) or carrier(s) in this behalf.

III. All works and operations necessary to lift and to remove the material from port, ware-house, railway or other siding, factory or other places of delivery, loading, handling, transporting and unloading and safely stacking, placing or storing the same at approved



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godowns, yards or other place(s) of storage including lashing or other-wise securing or protecting the same in transit and during and in storage.

- IV. Supply, procurement, mobilisation, and deployment of all labour thereof, equipment & machinery necessary for lifting, loading, handling, removing, transporting, unloading, stacking or securing the materials.
- V. All acts, deeds, matters or things required to fulfil all local, municipal and other statutory authorities with respect to the transportation of any materials through or into any State, municipal, local or other barriers or limits or for the import of the materials or any of them within the limits of such barrier, including payment of local toll (if applicable), terminal and/or other taxes payable on the passage or entry of the materials through or within any local limits, for which purpose the OWNER shall give the CONTRACTOR and/or CONTRACTOR's designate(s) any and all authority(ies) as may be reasonably required in this behalf. There will be no materials under the scope of Contract which will be directly consigned to Owner, unless otherwise specifically mentioned elsewhere in the tender. The OWNER will not issue/provide Road Permits/e-Way bill /Entry Permits/Transit Permits to the CONTRACTOR except in respect of material directly purchased by or imported by the OWNER on High Sea Sales basis as per provisions of **Annexure-XXIV of SCC** (Taxes & Duties). E-way bills, if applicable, from the designated date shall be required to be filed on the Common Portal by the CONTRACTOR and / or CONTRACTOR's designate(s). Contractor and / or CONTRACTOR's designate(s) to ensure the validity of the e-way bill during the transit of the goods. Owner's decision on acceptance of E-way bill shall be final and binding on the Contractor.
- VI. All other acts, deeds, matters and things whatsoever ancillary, auxiliary or incidental to the above including but not limited to the grading of the site and/or creation of temporary approaches and ramps etc. as may be required.
- VII. Anti-dumping Duty and Safeguard Duty as applicable on Imported material shall be in the Contractor's scope. The OWNER will not bear any liability towards payment of Safeguard Duty, Anti Dumping Duty, Protective Duty and applicable IGST on same Or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government under Customs Tariff Act, 1975 applicable on import of any materials to India for the subject work.
- VIII. Transit and storage insurance of all material for full replacement value thereof delivered at site, which is not covered under Owner's Insurance Policy.
- IX. Any documents to effect High Sea Sales & to facilitate Owner to avail benefits under MOOWR scheme.

14.0 GENERAL PROVISION WITH REGARD TO MATERIALS

14.1 The CONTRACTOR shall, within the scope of work, undertake the following activities and responsibilities with respect to and in addition and without prejudice to the activities and responsibilities under Clause **13.2** and associated clauses there under in respect of materials.

- I. The CONTRACTOR shall in taking delivery, ensure compliance of any condition for delivery applicable to deliveries from the concerned authority or carrier, and shall be exclusively responsible to pay and bear any detention, demurrage or penalty or other charges payable by virtue of any delay or failure by the CONTRACTOR in lifting the materials or in observing any of the conditions aforesaid, and shall keep the OWNER/EIL and its employees, directors, representatives indemnified from and against all consequences thereof.
- II. The CONTRACTOR shall maintain a day-to-day account of all Materials indicating the daily receipt(s), consumption(s) and balance of each material and category thereof. Such account shall be in the format, if any, prescribed by the E-I-C and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the CONTRACTOR's relative officer(s) and site(s) and shall be open for inspection and verification (by verification of documents in support of the entry as also by feasible verification of the stock) at all times by the E-I-C and his representative(s) with authority at all times without obstruction to enter into or upon any godown or other place(s) or premise(s) where the Materials or any part of them are lying or stored and to inspect the same himself and/or through his representative(s).



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- III. All Materials shall be taken delivery of, held, stored and utilised by the CONTRACTOR as Trustee of the OWNER, and delivery of the material to the CONTRACTOR shall constitute an entrustment thereof to the CONTRACTOR, with the intent that any utilisation, application or disposal thereof by the CONTRACTOR otherwise than for permanent incorporation in the contractual works in terms of the contract shall constitute a breach of trust by the CONTRACTOR.
- IV. The E-I-C may at his discretion require that all premises in which any materials are stored, shall be double Locked with the keys to one lock retained by the E-I-C or his representative, with the intent that all issues of materials shall be with the concurrence of the E-I-C or his representative, as the case may be, provided that any such double-locking and/or concurrence as aforesaid shall only be an additional precaution and shall not in any way absolve the CONTRACTOR of his full liabilities or responsibilities in respect of such material.
- V. The CONTRACTOR shall at all times be exclusively responsible for any and all losses, damages, deterioration, misuse, wastage, theft, or other application or misapplication or disposal of the materials or any of them hereof and shall keep the OWNER/EIL and its employees, directors, representatives indemnified from and against the same and shall forthwith at its own cost and expenses replace any such material, lost, damaged, deteriorated, misused, wasted, stolen, applied, mis-applied and/or disposed as aforesaid with other material of equivalent quality and quantity delivered at the CONTRACTOR's risks and costs in all respects.
- VI. For insurance clause no. **32.5, 32.6 & 65** of SCC to be adhered to.
- VII. Notwithstanding anything herein provided and notwithstanding the transference of all risks in respect of the materials to the CONTRACTOR, the Ownership in respect of the material shall at all times be and remain with the OWNER.
- VIII. Handing over/ return of project left over surplus materials/ scrap materials generated by Contractor, after the completion of the project will be subject to the following:
- a) An inventory shall be made by the Contractor of all left over/ surplus materials including but not limited to scrap, wastages and unserviceable material supplied and/ or remaining at the project site in possession of the Contractor, upon completion of the contract.
 - b) Contractors shall be allowed to take back all left over/ surplus project materials (both sourced/ bought from India as well as from abroad on which custom duty has been paid by the Contractor as owner of said materials) from the project site which are not required for the project. Such surplus material shall be allowed to be taken out only after completion of the commissioning activities.
 - c) Necessary approval from Owner will be taken by the Contractor for taking out the leftover/ surplus materials from project site after obtaining due recommendation from the Engineer in Charge / Owner. However, any leftover/ surplus project materials procured under Project import Regulations or any other similar schemes or regulations like MOOWR etc. shall continue to be the property of the Owner and shall not be allowed to be taken out from project site/ locations by the Contractor whether during or after completion of the contract.
 - d) On any project surplus/ left over materials being handed over to the Contractor, GST at applicable rate (at the time of handing over / transfer) will be charged to the Contractor. Such invoice value on Project surplus/ left over materials will have a notional value (which will be based on purchase price of previous Purchase Orders or as mutually decided by Owner and Contractor). This value shall be only for the purpose of tax compliance.
 - e) Any project left over items, which are no longer required for project and which has insignificant residual value, should be suitably disposed off or be destroyed off by the Contractor, with prior approval of EIL/Owner.
 - f) Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such materials, Contractors equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defects liability period and Contractor shall clearly classify such



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items/equipments/temporary work and provide list of the same to E-I-C/Owner, other project left over/ surplus materials are not removed by the Contractor from the Project site, within a period of **2 (two) months** after due intimation by Owner/Owner's representative to Contractor to do so, Owner shall be free to dispose these left over/ surplus project materials at its sole discretion without any recourse available to the Contractor. Notwithstanding the same, value realized from disposal of project left over/surplus project materials not so removed by Contractor shall be retained by the Owner and Contractor shall not raise any claim in any manner whatsoever for the value so realized by Owner.

- g) No other surplus material will be allowed to be taken out and deemed to be the property of the OWNER and the same shall be transported properly to the OWNER's store or as directed by OWNER. Accordingly, the quoted prices shall be deemed to be inclusive of the same.

In line with provisions of Clause 14.2.1 hereof, the Contractor shall propose and submit the desired quantity(ies) of Project Materials (both sourced/bought from India as well as from abroad on which Custom Duty has been paid by the Contractor as Owner of said materials) to be brought to the Site, to the E-I-C, for approval. The Contractor shall propose such quantities keeping in mind that dumping of bulk materials at Site is avoided and at the same time the job progress is not hampered for lack of availability of Materials. Contractor can make subsequent changes/modifications in these finalized quantity (ies) with the specific approval of Owner/E-I-C.

- IX. If the CONTRACTOR shall default in replacing at the job site, free of any cost to the OWNER, any material lost, damaged, deteriorated, misused, wasted, short, stolen, misapplied or disposed of within the provisions hereof above, or shall fail to return to the OWNER any surplus material or empties within the provision hereof above, the CONTRACTOR shall be liable to pay to the OWNER the cost of such materials or empties delivered at OWNER's stockpile/godown plus departmental charges calculated at **10% (Ten percent)** of the said costs determined by the E-I-C, and the decision of the E-I-C as to such cost shall be final and binding upon the CONTRACTOR.
- X. To enable OWNER to avail Input Tax Credit (ITC), the CONTRACTOR/supplier shall furnish/submit any and all certificates, documents and declarations as are required by OWNER to avail of the ITC.

14.2 BILLS OF MATERIALS

14.2.1 The CONTRACTOR shall *within (7) seven weeks* from the date of acceptance of bid, furnish to the OWNER a detailed Bill of Materials specifying the materials, which on preliminary determination made by the CONTRACTOR, will be required to be incorporated in the permanent works in order to establish the Works/Unit and to operate the Plant/Unit (to the extent of the mandatory spares), including construction materials.

14.2.2 Each item entered in the Bill of Materials shall be priced, so far as possible, in conformity with the details given in this behalf in the priced bid. The Bill of Materials and said price break-up therein and in the price bid are intended only to form a basis for the purpose of calculating on account payments and for calculating payments due to the CONTRACTOR under Clause **42 of GCC** upon cancellation of contract, and for no other purpose.

14.2.3 The OWNER/EIL shall review or cause to be reviewed the prima facie adequacy, sufficiency, validity and/or suitability of the materials listed in the Bill of Materials for the works for which they are intended, and of the prices indicated in the Bill of Materials in respect thereof. Such review shall be performed in conjunction with the design, engineering, specification and other technical reviews to be done by the OWNER/EIL and all provisions applicable thereto with reference to critical drawings shall be applicable to the review of the Bill of Materials.

14.2.3.1 The priced Bill of Materials as approved by the EIL/OWNER shall constitute the Bill of Materials envisaged in the contract documents. However, no such approval shall, in any manner, absolve the CONTRACTOR of his full responsibility under the contract to sell and supply to the OWNER at and within the price of materials quoted in the Price Schedule, all materials required for the permanent incorporation in the works and which are required to establish, commission and operate (to the extent of mandatory spares) the Plant/Unit in accordance with the contract and the specifications, complete in all respects including spares, tools, tackles and testing equipment, so far as included within the scope of supply, whether or not any particular material is actually



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included within or omitted in the Bill of Materials and whether or not the price thereof is included in the price indicated in the Bill of Materials and whether or not the price thereof is in conformity with the price thereof indicated in the Bill of Materials. The review and approval of the Bill of Materials and the prices therein are intended only for the satisfaction of the OWNER that the priced Bill of Materials, prima-facie covers the materials required to be supplied by the CONTRACTOR within the scope of supply.

- 14.2.3.2 The Bill of Materials shall be subject to amendment in both items and prices in so far as necessary consequent upon any amendment in any relevant related technical particulars, and upon any amendment, the amended Bill of Materials as approved by the EIL/OWNER, shall thereafter constitute the Bill of Materials as envisaged in the contract documents, provided that unless the amendment results from a Change Order and/or Agreed Variation, no such amendment shall in any way impose any liability on the OWNER to pay customs and other import duties in excess of the customs and other import duties payable on the value of imported materials as indicated in the Price schedule/Schedule of Price but for such amendment.

15.0 SUPPLY OF MATERIALS

- 15.1 The CONTRACTOR shall supply the materials required to be supplied within the Contractor's scope of supply for incorporation in the permanent works in accordance with and to meet the requirements in quality, quantity and other particulars of the descriptions, specifications, plans, drawings, designs and other documents applicable thereto, and the CONTRACTOR shall be deemed to have undertaken that all materials selected, procured and supplied by the CONTRACTOR within the scope of supply shall be of the best quality and workmanship and shall be capable of producing the designed and desired results and to perform the designed and desired functions to meet the contractual requirements in all respects for the project.
- 15.2 The CONTRACTOR shall undertake and complete the supply of materials within the scope of supply to meet the scheduled progress and requirements of the work within the scope of work, and on no account later than the delivery dates in this behalf specified in the Delivery Schedule.
- 15.3 Within **6 (Six) weeks** from the date of issue of the LOA, the CONTRACTOR shall submit to the EIL/OWNER for approval in respect of each work or groups of work, a detailed Delivery Schedule in Graphical or other suitable form giving dates of starting and finishing the various supplies relative to the work, providing sufficient margin to cover for contingencies. The E-I-C and the CONTRACTOR shall thereafter, **within 2 (Two) weeks** settle the Delivery Schedule which shall form part of the contract with attendant obligations upon the CONTRACTOR to make the various deliveries/supplies involved on or before the date(s) mentioned in respect thereof in the Delivery Schedule and default by the CONTRACTOR to make within the prescribed date(s) any supply shall be deemed to be a breach by the CONTRACTOR to which the provisions of clause **40.1** hereof relating to termination of contract shall be applicable, but without prejudice to any other right or remedy that OWNER may have on this behalf.
- 15.4 All materials shall be deemed to have been accepted only when the material is received at the project site and accepted by the E-I-C. Such acceptance shall however, be subject to the terms and conditions hereof, including the right of rejection and/or replacement as elsewhere herein specified.
- 15.5 If the CONTRACTOR fails to submit to the EIL/OWNER a Delivery Schedule as envisaged above or if the E-I-C and the CONTRACTOR shall fail to agree upon the Delivery Schedule as envisaged above, then the E-I-C shall in consultation with the CONTRACTOR so far as reasonably feasible, prepare the Delivery Schedule as best as he can and the dates of delivery as fixed by the E-I-C shall be final and binding upon the CONTRACTOR except as herein otherwise expressly provided. The E-I-C shall issue the Delivery Schedule so prepared to the CONTRACTOR, and the provisions of Clause **15.3** hereof shall apply there to as though it was an approved Delivery Schedule.
- 15.6 Any reference in the contract documents to the "approved Delivery Schedule" or to the "Delivery Schedule" shall mean the approved Delivery Schedule specified in Clause **15.3** above or the Delivery Schedule prepared and issued by the E-I-C as specified in Clause **15.5** above, whichever shall be in existence.
- 15.7 Within **1 (one) Week** of the occurrence of any act, event or omission which, in the opinion of the CONTRACTOR, is likely to lead to delay in the commencement or completion of delivery of any particular material or of all material and is such as would entitle the CONTRACTOR for an extension of the time specified in this behalf in the Delivery Schedule(s), the CONTRACTOR shall



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inform the E-I-C in writing of the occurrence of the act, event or omission and date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfilment of the omission, the CONTRACTOR is of opinion that an extension of time specified in the Delivery Schedule relative to particular material(s) or in relation to all materials is necessary, the CONTRACTOR shall within **1 (one) Week** after the cessation or fulfilment as aforesaid make a written request to the E-I-C for extension of the relative time specified in the Delivery Schedule and the E-I-C may at any time, prior to completion of the work, extend the relative time of completion in the Delivery Schedule for such period(s) as he considers necessary, if he is of the opinion that such act/event/omission constitutes a ground for extension of time in terms of the contract and that such act/event/omission has in fact resulted in insurmountable delay to the CONTRACTOR. The opinion/decision of the E-I-C in this behalf and as to the extension necessary shall, subject to the provisions of Clause **15.8** hereof, be final and binding upon the CONTRACTOR.

15.8 Notwithstanding the provisions of Clause **15.7** hereof, the EIL/OWNER may at any time after the completion of the work in all respects at the request of the CONTRACTOR made by way of appeal either against a decision of the E-I-C taken under Clause **15.7** or against the E-I-C's refusal to take a decision under the said clause, if satisfied of the existence of any ground(s) justifying the delay/omission, extend the date of delivery of any materials for such period(s) as the EIL/OWNER may consider necessary, and the decision of the OWNER as to the existence or otherwise of any grounds justifying the extension and as to the periods of extension, if any necessary, shall be final and binding upon the CONTRACTOR.

15.9 Subject as elsewhere herein or in the contract documents, otherwise expressly provided, only the existence of force majeure circumstances as defined in Clause **15.10** hereof, shall afford the CONTRACTOR a ground for extension of time for delivery of materials, and specifically without prejudice to the generality of the foregoing :

- I. Inclement or unforeseen weather, strike or lock-out (except as defined under **Clause No. 20 of GCC**), shutdown, third party breach, delay in payment or commercial hardship shutdown or idleness or other impediment in progress or completion of the supply or work due to any reason whatsoever shall not afford the CONTRACTOR a ground for extension of time or relieve the CONTRACTOR of his/its full obligations under the contract.
- II. No delay whatsoever in the supply of any material by the CONTRACTOR or any of the CONTRACTOR's vendors, suppliers or sub-contractors shall any wise entitle the CONTRACTOR to any extension of time for completion or to any claim for additional costs, remuneration or damages or compensation notwithstanding that an increase in the time of performance of the contract is involved by virtue of the delay or failure and notwithstanding that any labour, machinery or equipment brought to or upon the job site by the CONTRACTOR or any sub-contractor is rendered idle by such delay.

15.10 "Force Majeure" and other related provisions shall be as per Clause No. **20** of GCC read together with Clause **15.10.1, 15.10.2 & 15.10.3** hereof.

15.10.1 The circumstances mentioned in Clause No. **20** of GCC shall be considered as "Force Majeure" event for the purpose of this contract, only where such events or circumstances:

- (i) are beyond the reasonable control of the affected party; or
- (ii) has not resulted from the negligence of the affected party or the failure of such party to perform its obligations under the Contract and which, or any consequence of which, has a direct, material and adverse effect upon the performance by the affected party of its relevant obligations under the Contract; or
- (iii) prevent or impede the Works; and
- (iv) could not, or the effects of such events or circumstances could not, have been prevented, overcome or remedied by the Contractor performing the Works in accordance with this Contract.

For 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.

15.10.2 If the Party affected by Force Majeure is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such



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Force Majeure event; provided that: (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure event; (b) the affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure event and to cure the same with due diligence; and (c) when the affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

- 15.10.3 In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution mechanism provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.
- 15.11** No assurance, representation, promise or other statement by any personnel, Engineer or representative of the OWNER regarding the extension of time for the supply by the CONTRACTOR of any material within the CONTRACTOR's scope of supply shall be binding upon EIL/OWNER or shall constitute an extension of time for the supply of any material(s) within the provision of Clause **15.7** or Clause **15.8** hereof, unless the same has been communicated by the E-I-C to the CONTRACTOR in writing under Clause **15.7** or by the Authority, under Clause **15.8** and the writing specifically states that it constitutes an extension of time within the provisions of Clause **15.7** or **15.8**, as the case may be. Without prejudice to the foregoing, it is clarified that the mere agreement, acceptance or prescription of a Delivery or other Schedule containing an extended time of commencement or completion in respect of the entire delivery(ies) or any of them shall not in any way constitute an extension of time in terms of the contract so as to bind EIL/OWNER or relieve the CONTRACTOR of all or any of his liabilities under contract, nor shall constitute a promise on behalf of the EIL/OWNER or a waiver by the EIL/OWNER of any of its rights in terms of the contract relative to the performance of the contract within the time specified or otherwise, but shall be deemed only (at the most) to be a guidance to the CONTRACTOR for better organising his work on a recognition that the CONTRACTOR has failed to organise his supplies and/or make the same within the time specified in the Delivery Schedule.
- 15.12** If the CONTRACTOR fails to supply the materials in accordance with the dates in this behalf specified in the Delivery Schedule, the CONTRACTOR shall be deemed in breach of contract and the provisions of Clause **40.0** and associated Clauses thereunder with regard to the termination of the contract shall apply, but without prejudice to any other rights, discount or remedy available to the OWNER in respect of such delay or failure.
- 15.13** All materials brought to Site shall be OWNER's Property. Only construction machinery, tools/tackles brought to Site by the CONTRACTOR and properly recorded with EIL/OWNER shall be allowed to be taken out of Refinery Premises.
- 16.0** **MAKE OF MATERIALS**
- 16.1** All equipment and materials to be supplied under this Contract shall be from approved vendors as indicated in the Bidding Document or as otherwise approved by the E-I-C/OWNER.
- 16.2** Wherever any item is specified by a brand name, manufacturer or vendor, the make mentioned shall be for establishing type, function and quality desired. Other makes will be considered, provided sufficient information is furnished to the E-I-C/ OWNER, to assess the makes proposed by the CONTRACTOR as equivalent and acceptable.
- 16.3** Where the makes of materials are not indicated in the Bidding document, the CONTRACTOR shall furnish details of proposed makes and supplies and supply the same after obtaining the E-I-C/ OWNER's approval.
- 17.0** **CERTIFICATE OF VERIFICATION AND GOOD CONDITION**
- 17.1** The CONTRACTOR shall, before supply of material covered within the scope of supply, at his own risks, costs and initiative, undertake or cause to be undertaken all tests, analysis and inspections(whenever Inspection in scope of Contractor) as shall be required to be undertaken with regard to the materials under the specifications and any codes, practices, orders and instructions with respect thereto and shall cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material(s) which has/have not passed such tests/analysis or inspection and which are not accompanied by the tests results, reports and/or certificates in this behalf provided in the applicable specifications, code(s) and/or practices.



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- 17.2** On arrival of the material at site, the CONTRACTOR shall give written notice thereof to the E-I-C and Inspection Agency notified by the OWNER in this behalf, to inspect the materials, and shall keep in readiness for inspection, the materials and the relevant tests results, reports and certificates hereto.
- 17.3** Notwithstanding any other provisions in the contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall, if so required by the E-I-C or Inspection Agency in writing at his own risks and costs, analyse, test, prove and weigh all materials(including materials incorporated in the works) required to be analysed, tested, proved and/or weighed by the E-I-C or Inspection Agency in this behalf and shall have such analysis or tests conducted by the agency(ies), or authority(ies) if any specified by the E-I-C or Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and/or proof of weightment of the materials as directed by the E-I-C or Inspection Agency.
- 17.4** If on Inspection or proof, analysis or tests as aforesaid the E-I-C or Inspection Agency nominated by the OWNER in this behalf is prima facie satisfied that the material received is in conformity with the material requirements of the Bill of Materials and description given in the shipping documents and in the Contractor's invoices in this behalf and that the test reports/results/certificates given in respect thereof are prima facie in conformity with the relevant result/reports/certificates required in respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima facie in good order and condition, the E-I-C shall promptly issue to CONTRACTOR, a Certificate of Verification and Good Condition in respect of such material, and this shall constitute the Certificate of Verification and Good Condition elsewhere envisaged in the contract documents. As per scope of digitalisation defined in Technical Section of bidding document, contractor to upload such documents in digital app.
- 17.5** Such certificate is only intended to satisfy the OWNER that prima facie the material supplied by the CONTRACTOR is in order and shall not in any way absolve the CONTRACTOR of his/its full responsibility under the contract in relation thereto, including in relation to specification fulfillment and/or performance or other guarantees.
- 17.6** Notwithstanding that any area(s) or source(s) has/have been suggested by the OWNER to the CONTRACTOR from which any material for incorporation in the works can be obtained, the CONTRACTOR shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested by the OWNER and suitability of the material available from such source(s) with the intent that any suggestion as aforesaid shall not in any way relieve the CONTRACTOR of his full liability in respect of the suitability and quality of the material(s) obtained from said source(s) and the Contractor shall obtain material(s) therefrom and incorporate the same within the permanent works entirely at his own risks and costs in all respects, with the intent that any such suggestion by the Owner shall only be by way of assistance to the Contractor and shall not entail any legal responsibility or liability upon the OWNER.
- 18.0 MATERIALS WITHIN OWNER'S SCOPE OF SUPPLY**
- Clause No. **56 of GCC** stands modified to the following extent:-
- 18.1** The OWNER does not warrant or undertake the provision of any materials and the CONTRACTOR shall not imply, by conduct, expression or assurance or by any other means, any promise or obligation on the part of the OWNER in this respect understood by the CONTRACTOR. Any free issue material (FIM), if applicable, shall be governed by provisions as specified elsewhere in this SCC.
- 19.0 LAND, POWER, WATER AND OTHER FACILITIES:**
- As per Annexure-XII to SCC.
- 20.0 SHIPPING AND OTHER DOCUMENTS**
- 20.1** Without prejudice to any other obligations of the CONTRACTOR under the Contract, and in addition to any other documents required to be furnished by the CONTRACTOR under the Contract, the CONTRACTOR shall, in respect of all items and materials imported into India, after making necessary payments to Customs and clearing the consignments, obtain and furnish to the OWNER, along-with his monthly invoices, the following documents (hereinafter for the sake of brevity collectively referred to as "**the said document**"):



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- i. **Invoice and any other document as required under Applicable Laws (including but not limited to GST Laws)**
- ii. Clean Bill of Lading/Air way bill ;
- iii. Packing lists/Mill Tally Sheets;
- iv. Certificate of origin(If applicable) and other relevant documents relating to the identification of the materials
- v. Consular's Invoice, if necessary;
- vi. Export License/documents, if applicable ; and
- vii. Phytosanitary Certificate (in original) for packing material as per International norms
- viii. Third party inspection release note
- ix. Insurance Certificate, if applicable.
- x. Any other document(s) or literature submitted by him during Custom clearance;

- 20.2** The Bill of Lading shall be drawn in name of Contractor for imported goods wherein Contractors will become consignee of the goods by filing Bill of Entry in their name for Home consumption. For good imported under MOOWR scheme the Bill of Lading shall be drawn to show that the goods be consigned to BPCL and High Sea Sales shall be effected between Contractor and BPCL. Supplier's invoice should indicate the material is intended for Bharat Petroleum Corporation Limited(BPCL)-Bina Petchem & Refinery Expansion Project (BPREP).The bill of lading shall clearly indicate the description of the items/materials giving the dimensions, quantities, weights, and all other details required for Customs clearance of the consignment, and/or as may be specified by the OWNER from time to time in this behalf.
- 20.3** The Bill of Lading shall show the gross freight amount, and shall either indicate or be accompanied by the carrier's statement of charges and shall carry all other particulars necessary to bind the carrier.
- 20.4** The CONTRACTOR shall not less than **7(seven)** clear days before the contemplated date of shipment, inform the E-I-C of the contemplated date of relative shipment of the item(s) or material(s) and of the contemplated date of arrival thereof in India. On the order of placement of imported materials, the Contractor shall provide the copy of such purchase order to Owner through email immediately and hard copy shall be couriered within **7 Days** of placement of order for establishing linkage for OWNERs MCE insurance coverage.
- 20.5** In addition, within **7(Seven) working days** of the date of shipment, the CONTRACTOR shall dispatch, by Air Courier, according to the instructions of the E-I-C in this behalf 10(Ten) sets/copies of the said documents, specified in Clause No. **20.1** above.
- 20.6** The CONTRACTOR shall also, within **48 (Forty-Eight) hours** of shipment, send intimation of shipment with scanned copy of documents by email to EIL/OWNER.
- 20.7** Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and shall state the quantity and detailed description of each item supplied reflecting the value of each item/material etc.
- 20.8** The description of each item/material indicated in the Invoice and the Bill of Lading shall conform to the description of the item/material as given in the relative Import License(s)/Permit(s) issued to the OWNER in this behalf.
- 20.9** The Invoice and Bill of Lading shall also indicate on the face of it, the Number, date and validity of the Import License (if the Import License has been revalidated, Number and date of re-validation) against which the Import is being made.
- 20.10** The OWNER reserves the right to vary the said list of documents by addition thereto or subtraction therefrom and to vary applicable instruction(s) from time to time.
- 20.11** In order to avail benefits of MOOWR Scheme, all Imported Goods consigned to the registered Bonded Facility/Warehouse of BPCL Bina Refinery has to be cleared by filing the Bill of Entry in the name of BPCL under MOOWR Scheme and such goods shall be imported on high-sea-sale(HSS) basis executed at the time of international transfer of goods and before the goods enters into custom frontier of India. Accordingly, CONTRACTOR may have to enter into an HSS Agreement with BPCL (wherever applicable). CONTRACTOR shall submit a High Sea Sale Agreement and list of other documents to facilitate HSS.



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CONTRACTOR shall intimate EIL/BPCL within **7(Seven) working days** of shipment of the upcoming import. Seller shall provide all assistance to EIL/BPCL in execution of High Sea Sales Agreement between the respective parties.

- 20.11.1** In order to effect High Sea Sales following document shall be required including but not limited to:
- i. Shipping documents containing Bill of lading or Air-Way Bill-endorsed in favour of BPCL
 - ii. Purchase Invoice by Overseas supplier in name of the Seller
 - iii. Commercial Invoice by Seller
 - iv. Packing List
 - v. Insurance documents, if any.
 - vi. Certificate of Origin
 - vii. Other import documents required for custom clearance.
 - viii. Any other documents (if required)
- 20.11.2** All the rights and title of goods covered under High Sea Sales Agreement, wherever required, will be transferred by execution of High Sea Sales Agreement and endorsement of documents of title in BPCL's favour before the goods enter into custom frontier of India.
- 20.11.3** CONTRACTOR has to produce entire chain of documents with the Customs authorities, such as Original Invoice, High Sea Sale agreement, endorsed bill of lading / airway bill duly endorsed for respective buyer(s) (CONTRACTOR and/or BPCL as applicable), involved in the supply chain with the last endorsement in favour of the ultimate importer (i.e. BPCL) in India, details of service charges/commission paid, if any, etc. to establish a link between the first transaction for international transfer of goods to the last transaction.
- 20.11.4** CONTRACTOR shall be responsible for undertaking such activities including but not limited to ocean/air-freight, unloading of cargo, custom clearance under MOOWR Scheme (except for obligation to pay Import duties), transportation and delivery at site (bonded warehouse i.e. refinery site of BPCL) upon which the goods imported on High Sea Sales basis shall be issued as Free-Issue Material to the Seller by BPCL for further activities covered under the scope of the bidding document.

21.0 PACKING AND FORWARDING

21.1 IMPORTED SUPPLIES

- 21.1.1** The CONTRACTOR wherever applicable, shall, after proper painting, pack and crate all materials for shipment in a manner suitable for export to a tropical, humid climate in accordance with internationally accepted export practices and in such a manner so as to protect them from damage and deterioration in transit by road, rail and/or sea and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) to the materials due to improper packing.
- 21.1.2** The CONTRACTOR shall notify the OWNER and E-I-C of the date of each shipment from the port of embarkation as well as of the expected date of arrival of such shipment at the designated port of arrival only for the OWNER's/ E-I-C's information .
- 21.1.3** The CONTRACTOR's notification shall give complete shipping information concerning the weight, size and content of each package and such other information as the OWNER may require.

The packing material used should be duly certified by a Phytosanitary Certificate issued as per international norms.

21.2 INDIGENOUS SUPPLIES

- 21.2.1** The CONTRACTOR shall, wherever applicable, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) due to improper packing.
- 21.2.2** The CONTRACTOR shall notify OWNER/ E-I-C of the date of each shipment from the works and expected date of arrival at the site for the information of OWNER/ E-I-C.
- 21.2.3** The CONTRACTOR's notification shall also give all shipping information concerning the weight, size and content of each packing and such other information as the OWNER/ E-I-C may require.



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21.2.4 The following documents shall be sent to the OWNER/E-I-C 03 (three) days from the date of shipment:

- Tax invoice (2 copies)
- Packing List (2 copies)
- Test Certificate (4 copies)
- E-Way Bill
- Railway Receipt/Lorry Receipt (2 copies)
- Insurance Certificate (2 copies) or copy of CONTRACTOR's Policy
- Third Party Inspection Release Note or Inspection Certificate as per QAP approved by OWNER/E-I-C or waiver certificate issued by OWNER/ E-I-C (2 copies).

21.3 EQUIPMENT

21.3.1 The CONTRACTOR shall be exclusively responsible to arrange for importation into India in its own name on drawback or re-export or other basis all equipment, if any, required to be imported into India for the purposes of the performance of work (equipments specified herein are not for permanent incorporation of works) under the Contract and to pay and bear the customs, import and other duties and levies (if any) payable thereon or in respect thereof, and will be solely responsible for the timely and proper compliance of all applicable terms and conditions and formalities relative thereto.

21.3.2 The CONTRACTOR shall within **4 (Four) Weeks** from the date of receipt of Acceptance of Bid, furnish to the E-I-C a list of the said equipment which he proposes to import into India on a drawback/re-export basis for the purposes of the work, together with complete details thereof. The OWNER may without obligation or responsibility render such assistance as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain the relative Import License(s)/Permit(s) for the importation of the said equipment on a draw-back/re-export basis.

21.4 MISCELLANEOUS IMPORTS

21.4.1 The CONTRACTOR shall be exclusively responsible at his own costs and initiative to arrange for importation into India, to import into India, to pay Custom duties, Social Welfare Surcharge, GST compensation cess (If applicable) and IGST and Port and other charges and levies, to clear from Customs and to transport to job site all consumables, spares for the CONTRACTOR's equipment and other materials and things provided that the OWNER may, without obligation or responsibility, render the CONTRACTOR such assistance by way of recommendation to the Import Control authorities in India or otherwise as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain Import License(s)/Permit(s) for importation of such consumables, spares, material and other items as the OWNER considers necessary for importation by the CONTRACTOR for the purpose of the Contract, taking into account local availability.

21.4.2 Any obligation undertaken or recommendation, facility or assistance provided by the OWNER to the CONTRACTOR for or in relation to the importation of any equipment or material whatsoever into India by or on behalf of the CONTRACTOR pursuant to the provisions hereof or otherwise shall be without any responsibility or liability whatsoever upon the OWNER and without right in the CONTRACTOR to raise any claim or demand or to seek extension of time on account of any delay or failure on the part of the OWNER or any delay or failure by the CONTRACTOR in obtaining Import License(s) and/or permits for importation thereof into India.

21.4.3 All materials and equipment Imported into India by or on behalf of the CONTRACTOR for and in connection with the work and any obligation undertaken or recommendation, facility or assistance provided by the OWNER relative thereto shall be on the clear understanding that the materials and equipment shall be utilised only for and relative to the performance of the work covered by the Contract.

21.4.4 All the equipment and temporary works and materials when brought to or erected on the job site, shall be exclusively intended for execution of works and the CONTRACTOR shall not remove the same or any part thereof, except for the purpose of moving it from one part of the job site to another, without the prior consent in writing of the E-I-C.

21.4.5 Upon completion of the works, the CONTRACTOR shall within the scope of work remove from the job site all the equipment and temporary works remaining thereon.



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21.4.6 All equipment, materials and temporary works shall at all times be and remain at the risks of the CONTRACTOR in all respects. The OWNER shall not, at any time, be liable for the loss or destruction of or damage to any equipment, temporary works or materials for any reason whatsoever.

22.0 TAXES, DUTIES AND OTHER LEVIES

Provisions of Taxes & Duties of GCC stands modified as per **Annexure – XXIV** of this SCC.

Following added to Clause No. **B.2 c)** of **Annexure – XXIV** of SCC:

Clause No. **B.2 c)** of **Annexure – XXIV** of SCC shall also be applicable for Foreign Contractors , the provisions of referred clause stands modified to this extent.

23.0 PERFORMANCE OF WORKS

Notwithstanding anything to the contrary stated in the relevant provisions of GCC, against Section-V 'PERFORMANCE OF WORKS' and its sub-clauses thereunder, the following additional clauses shall be applicable.

23.1 GENERAL

23.1.1 All works shall be performed and executed by the CONTRACTOR in strict conformity with the job description(s), Specification(s), Plan(s), drawing(s), design(s) and other contract documents applicable to the specific work(s) and any relative instructions as may be issued to the CONTRACTOR by the E-I-C from time to time.

23.1.2 The E-I-C shall be entitled from time to time or at any time, at their discretion, to issue written orders or instructions to the CONTRACTOR relative to the performance and/or execution of work(s) by the CONTRACTOR or otherwise, relative to any matter touching or affecting the contract or arising there from and to revise or revoke any orders or instructions previously issued, and the CONTRACTOR shall, subject to the provisions of the following clause, obey and/or abide thereby.

23.1.3 Should the CONTRACTOR require any clarification in respect of any orders or instructions issued by the E-I-C, or should there appear to the CONTRACTOR to be any contradiction between any orders or instructions issued by the E-I-C and the contract documents or any of them, the CONTRACTOR shall refer the matter immediately in writing to the E-I-C for his decision before proceeding further with the work and the decision of the E-I-C on any such matters shall be final and binding upon the CONTRACTOR, who shall perform the work accordingly, without entitlement to any claim against or compensation from the OWNER resultant upon such order, instruction or decision.

23.1.4 The CONTRACTOR shall, within **4(Four) Weeks** of receipt of notification of acceptance of bid, name Engineer(s) responsible for the work at the job site on behalf of the CONTRACTOR. The said Engineer(s) of CONTRACTOR shall be the representative(s) of the CONTRACTOR at the job site for and relative to all actions and transactions and dealings on behalf of the CONTRACTOR and to whom all plans, designs, drawings, orders and instructions or other documents or communications for or relative to the job site may be given, with the intent that all transactions and dealings had with the said Engineer(s) shall be deemed to have been had with the CONTRACTOR, and any and all plans, drawings, orders, instructions, documents or communications delivered to said Engineer(s) shall be deemed to have been delivered to the CONTRACTOR. The CONTRACTOR shall also independently or from amongst the said Engineer(s) designate one person to be the CONTRACTORs Project Manager with whom EIL/OWNER may also deal with as the CONTRACTOR's representative in the manner specified above, and who is authorized to take decisions on behalf of the CONTRACTOR and to co-ordinate amongst the aforesaid Engineer(s) of the CONTRACTOR.

23.1.5 The CONTRACTOR shall also nominate, at the job site, a Deputy Site Representative (which nomination shall also be subject to the approval of the E-I-C) to deputize for the CONTRACTOR's Representative(s) during periods of unavoidable absence.

23.1.6 The CONTRACTOR shall also provide and maintain, at or about the job site, an office for the working accommodation of the CONTRACTOR's engineer and staff. Such office shall remain open and attended at all hours during which work is being performed at the job site, for the receipt of instructions, notices, and other communications.

23.1.7 The CONTRACTOR shall, within the scope of work erect and/or cause to be erected any and all temporary works, ancillary works and enabling works, including preparing approaches and