



CERTIFICATE NO
BN22530/21306



Bharat Petroleum Corporation Limited
CENTRAL PROCUREMENT ORGANIZATION
(MARKETING)
(ACCREDITED WITH ISO 9001: 2015)

“OPEN GLOBAL TENDER”

SUPPLY OF ENZYME FOR 2G BIO-ETHANOL REFINERY AT
BARGARH, ODISHA

E Tender no. 15889 / CRFQ Number: 1000416775

Tender Due Date and Time: 17.04.2024 (15:00 hrs)

PRE-BID DATE & TIME - 27.03.2024@11:00 HRS.

Name	Designation	Number	Email ID
Mr. RAJESH GEHLOT	Procurement Manager - CPO (M)	9950100035 (022) 24176414	rajeshgehlot@bharatpetroleum.in
Mr. Sanson T. Kolet	Procurement Leader – Group 8, CPO(M)	(022) 24176133	sansonkt@bharatpetroleum.in
Mr. Shashwat Verma	Sr. Manager – Technology (Biofuels), E&P	8652488348	shashwatverma@bharatpetroleum.in
Mr. Mr. Kamdar D D	DGM, Biofuels (E&P)	(022) 24176523	kamdardd@bharatpetroleum.in

'A' Installation, Sewree Fort Road Sewree (E), Mumbai - 400 015



CRFQ NO: 1000416775

Date: 20 / 03 / 2024

Dear Sir/Madam,

Subject: INVITATION TO BID

NAME OF THE JOB: SUPPLY OF ENZYME FOR 2G BIO-ETHANOL REFINERY AT BARGARH, ODISHA.

1. You are invited to submit offer as **Bids through** <https://bpcltenders.eproc.in/> in two-part (Techno-commercial and Price Bid) for the above job on the specifications and terms & conditions contained in this tender document.
2. Delivery Completion Period – 12 months.
3. Commercial Evaluation – **Overall Lowest quote basis keeping in view latest MSE/MII policy.**
4. **Currency of Quote – INR / USD / EURO**

5. BIDDER HAS TO QUOTE ITEM NO. 1 OR 2 IN THE TENDER.

6. EMD – INR 7.5 Lacs

Bidders are required to provide Earnest Money Deposit for the tender. EMD may be submitted by NEFT transfer to BPCL Account or in form of Bank Guarantee (as per format in GPC) executed by any Scheduled Bank approved by Reserve Bank of India. NEFT transfer to BPCL Account (details below):

Standard Chartered Bank Fort Branch

A/c No. 22205020131

IFSC CODE: SCBL0036001

In case any bidder, being micro or small enterprise, is claiming exemption for Earnest Money Deposit, such bidder shall upload following documents: -

1. Valid "Udyam Registration Certificate" as provided in the Udyam Registration portal Udyam Registration Certificate with self-certification.
2. CA certificate (with valid UDIN Number) confirming eligibility for benefits of public procurement as per the format attached.

However **Original CA Certificate (with valid UDIN Number)** is to be submitted at EMD stage, failing which such bid will be treated as bid received **without Earnest Money Deposit (EMD) and will be rejected.**

EMD submission by Foreign bidders, details are as follows:

Beneficiary's Name : Bharat Petroleum Corporation Limited

Beneficiary's Bank Name: Standard Chartered Bank

Beneficiary's Branch Name: Opp. VSNL Mumbai-400001

Beneficiary's Account Number: 22205032520

Intermediary Bank: SCBLUS33XXX



Beneficiary Bank's Swift Code : SCBLINBBXXX

Type of Account : EEFC Account; Branch Code : 222

Foreign Vendor to mention "Tender Reference No." in Remarks field of swift message while doing wire transfer. Intimation of wire transfer details have to be sent to Email ID (rajeshgehlot@bharatpetroleum.in, sansonkt@bharatpetroleum.in) well in advance before the due date and time mentioned in the tender:

7. This tender document consists of following bidding forms for techno-commercial bidding:

ANNE XURE	FORM DETAILS	ACTIONS REQUIRED AT BIDDER END WHILE SUBMITTING BID IN EPROC
1	General Instructions to Bidders for E-Tendering (attached)	Online confirmation
-	Bidder's confirmation for quoting the line item 1 or 2 in the price bid	Online confirmation
2	GENERAL PURCHASE CONDITIONS (attached)	Online confirmation
3	Instructions to Bidder (Attached)	Online confirmation
4	Bid Qualification Criteria	Online confirmation
5A	DETAILS FOR BID QUALIFICATION CRITERIA (FINANCIAL)	Bidder to provide details for turnover & net worth.
5B	DOCUMENT UPLOAD FOR BQC EVALUATION (TECHNICAL & FIANACIAL)	Bidder is required to upload the documents / declarations sought in the tender
6A	TECHNICAL SPECIFICATIONS - BIDDERS CONFIRMATION DEVIATION STATEMENT	Online confirmation MENTION 'NIL' IN CASE OF NIL DEVIATION
6B	UPLOADING OF DOCUMENTS FOR TECHNICAL BID	Bidder is required to upload the documents sought in the tender
7A	DECLARATION FOR HOLIDAY LISTING AND LIQUIDATION	Online confirmation
7B	DECLARATION FOR HOLIDAY LISTING	UPLOAD DECLARATION
8	DEVIATION STATEMENT	Online confirmation MENTION 'NIL' IN CASE OF NIL DEVIATION
9	BILLING ADDRESS	Provide Your Complete Billing Address
10	INTEGRITY PACT (attached)	Duly signed & stamped with 02 witness name address & signatures to be uploaded
11	Compliance of restrictions for Countries which Share Land Border with India (Attached)	Declaration to be uploaded



12	COMPLIANCE OF SOCIAL MEDIA GUIDELINES (attached)	Declaration to be uploaded
13	Site Visit & Scope Understanding Confirmation	Online Confirmation
14	CONFIRMATION ON TPIA VERIFID DOCUMENTS FOR BQC	Online Confirmation
15	DECLARATION FOR PPP-MII POLICY	Declaration & CA Certificate to be uploaded

8. Tender Details:

Sr. No.	Description	Details
4.1	Type of Job [Supply / Service / Works Contract]	SUPPLY
4.2	Purchase Preference (MSE) [Applicable / Not Applicable]	APPLICABLE
4.3	Purchase Preference (Local Content) [Applicable / Not Applicable]	APPLICABLE

9. **PRE-BID MEETING** shall be conducted through MS Teams on **27.03.2024@11:00 Hrs.**

Bidders are required to use the following link for participation in the pre-bid meeting on mentioned date and time:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTMzZWNjMGEtMzYxOS00ZTUwLTkzMTAtYjZmODU2OTIjNGZm%40thead.v2/0?context=%7b%22id%22%3a%22222f3a7c-d45e-4818-9aa4-33d44420ec32%22%2c%22oid%22%3a%228f87b268-1689-4932-86d8-12cb5c34e859%22%7d

10. Your online bid should be submitted on or before the due date of this tender. E-tender system will automatically close on the bid due date and time, and bidders will not be able to submit their bids after the closing time. Bids not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.

11. For clarifications, if any, please feel free to contact the undersigned:



Contact Persons	To be contacted for
Mr. Rajesh Gehlot Proc. Manager, Procurement – CPO (M) BPCL 'A' Installation, Sewree Fort Road, Sewree, Mumbai 400015 Email ID: rajeshgehlot@bharatpetroleum.in Contact: (022) 24176416, Mob.: +91 9950100035	For clarifications regarding this tender.
Mr. Sanson T Koleth Email ID: sansonkt@bharatpetroleum.in Contact: (022) 24176133	
Mr. Shashwat Verma Sr. Manager Technology, Biofuels (E&P) BPCL 'A' Installation, Sewree Fort Road, Sewree, Mumbai 400015 Email ID: shashwatverma@bharatpetroleum.in Contact: Mob.: +91 8652488348	For any site-specific queries / technical clarification / location visits.
Mr. Kamdar D D Email ID: kamdardd@bharatpetroleum.in Contact: : (022) 24176523	

12. For E-tender / eProcurement Portal related queries please contact support team (bpclsupport@c1india.com) with contacts given on above portal.

Bidder Support Team			
Sr. No.	Name	Email ID	Number
1	Rahul Naik	bpclsupport@c1india.com	+91 9834101181
2	Diksha Naik		+91 8459466186
3	Ujwala Shimpi		+91 8080303831
4	Saranraj Naicker		+91-124-4302000 Ext: 110

Thanking you,

for Bharat Petroleum Corporation Limited

Sd/-

Procurement Leader – Group 8, CPO (Mktg.)

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcltenders.eproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcltenders.eproc.in>.
2. For registration on the e-tender site <https://bpcltenders.eproc.in>, one can be guided by the “Bidder Manual” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform the vendor administrator @ Email Ids given below for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcltenders.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. In case of any corrigendum/addendum issued due to which change in price bid form exists, then in such cases the already submitted bid (before the corrigendum) shall be automatically withdrawn and bidder shall be informed about such change through system generated notification. It is the responsibility of the bidder to resubmit his bid in such cases and no further claims shall be entertained on this account.
6. Vendors are required to complete the entire process online by clicking on **FINAL SUBMISSION & RECEIVING CONFIRMATION OF FINAL SUBMISSION ON SCREEN** on or before the due date/time of closing of the tender:
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcltenders.eproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again.

However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

- (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vii) No manual bids/offers along with electronic bids/offers shall be permitted.
8. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
 9. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
 10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

1. For system related issues:

M/s. C1 India Help-Desk contact details:

Details of helpdesk team are available under the “ [Contact Us / Helpdesk](#) ” Page available on the e-procurement portal

Website Link : <https://bpcltenders.eproc.in/Product/publicDash>

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

I N D E X

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
24. INTEGRITY PACT (IP)
25. RECOVERY OF SUMS DUE
26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT
30. COMPLIANCE OF REGULATIONS
31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
32. NON-WAIVER
33. NEW & UNUSED MATERIAL
34. PURCHASE PREFERENCE CLAUSE
35. CANCELLATION
36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
37. ASSIGNMENT
38. GOVERNING LAW
39. AMENDMENT
40. NOTICES
41. POLICY ON HOLIDAY LISTING
42. ORDER OF PRECEDENCE FOR PURCHASES
43. TERMINATION FOR CONVENIENCE
44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. PRICE:

Unless otherwise agreed to the terms of the RFQ, price shall be:

Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. TAXES AND DUTIES:

All vendors shall have GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required.

6.1 GST:

- 6.1.1. GST extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at

present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.

- 6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.
- 6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

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

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

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

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

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

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

6.2 FREIGHT:

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

- 6.3. NEW STATUTORY LEVIES:** All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.
- 6.4. VARIATION IN TAXES/ DUTIES:** Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.
- 6.5. INCOME TAX (WITHHOLDING TAX):** In the case of avilment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e. the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details:
- a) Name of Vendor (assessee);
 - b) Status (Individual, Company, firm etc.) of assessee;
 - c) Nationality (in case of individual);
 - d) Country or specified territory of incorporation or registration (in case of others);
 - e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
 - f) Residential status for the purpose of tax;
 - g) Period for which the certificate is applicable; and
 - h) Address of the applicant for the period for which the certificate is applicable.

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

7. INSPECTION:

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below:
http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections, BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the

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

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

8. SHIPPING:

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

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

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

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

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

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

for inspection charges whenever applicable.

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

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
 - b) GST invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.

13. GUARANTEE/ WARRANTY:

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

14. PERFORMANCE BANK GUARANTEES:

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure-I.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

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

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

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

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

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

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

Vendors shall insist their Bank 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 (U1C) 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.

15. PACKING & MARKING:

15.1 PACKING:

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

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

upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

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

- 15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- (a) Upto 50mm NB in wooden cases/ crates.
 - (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - (c) Above 100mm NB in loose.
- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

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

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

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

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

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

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

BHARAT PETROLEUM CORPORATION LIMITED

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corporation Limited

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

19 VALIDITY OF OFFER:

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

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

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

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

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

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

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

• Notification of Force Majeure

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

• Right of either party to terminate

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

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

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

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

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

23. ARBITRATION CLAUSE:

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

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

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

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

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :

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

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

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

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

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

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

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

30. COMPLIANCE OF REGULATIONS:

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

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

32. NON-WAIVER:

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

33. NEW & UNUSED MATERIAL:

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

34. PURCHASE PREFERENCE CLAUSE:

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/ applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to 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 L-1 Vendor at the time of evaluation of the price bid.

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

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

35. CANCELLATION:

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

37. ASSIGNMENT:

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

38. GOVERNING LAW:

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

39. AMENDMENT:

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

40. NOTICES:

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

41. POLICY ON HOLIDAY LISTING:

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

42. ORDER OF PRECEDENCE FOR PURCHASES :

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

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

43. TERMINATION FOR CONVENIENCE:

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

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

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

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

and / or

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

44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

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

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

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

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

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

BPCL

VENDOR

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (address) (hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words).....only amounting to 10% (ten percent) of the total contract value.

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

AND the Bank hereby agrees with the Company that

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

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

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

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

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

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

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

ANNEXURE-I: INSTRUCTIONS TO BIDDERS

- 1 Competitive offers are invited in two-part bid - Bid Qualification Cum Techno Commercial Bid and Price Bid from eligible bidders.
- 2 Successful bidders will be issued LOA (Letter of Acceptance) by CPO (Mktg.). The Purchase Order and Agreement shall be issued by Project In-Charge of 2G Bio-Ethanol Refinery at Bargarh, Odisha.
- 3 Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/ annexures and understand the conditions, specifications, drawings etc. before submitting the tender and quoting the rates. In case of doubt, written queries should be raised within 10 days from the date of publication of the tender. However, this shall not be a justification for request for extension of due date for submission of bids.
- 4 **REFERENCE FOR DOCUMENTATION:**
 - 4.1 The number and date of GeM Tender No. must appear on all correspondence before finalization of Rate Contract / Purchase Order.
 - 4.2 After finalization of the Contract / Purchase Order, the number and date of Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices (including shipping documents, if applicable), packing list and on any other documents or papers connected with this order.
- 5 **LANGUAGE OF BID:**
 - 5.1 The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only.
- 6 **INTEGRITY PACT (IP):**
 - 6.1 The Integrity Pact is a pact between BPCL (as a purchaser) on one hand and the bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact (**Annexure-X**), for participating in this tender, as per the pro-forma given in the tender. The salient features of this program are:
 - 6.2 Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
 - 6.3 If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the bidder Liquidated damages amount by forfeiting the EMD / Bid security as per provisions of the Integrity Pact.
 - 6.4 If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the contractor, Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee / Supply and Performance Guarantee as per provisions of the Integrity Pact.
- 7 All documents attached with the Bid Qualification cum Techno Commercial Bid, Price Bid and

all corrigenda issued shall form the part of the tender. Bid Qualification Criteria documents, Techno-Commercial bid and the Price Bid will be submitted online.

8 EARNEST MONEY DEPOSIT:

8.1 Bidders are required to provide Earnest Money Deposit of **Rs. 7.5 Lac** for the tender. EMD may be submitted in form of Bank Guarantee (as per format in GPC) executed by any Scheduled Bank approved by Reserve Bank of India or by NEFT transfer to BPCL Account (details below).

All the bidders (not exempted for EMD) are required to submit EMD of **Rs. 7.5 lacs only.**

**Standard Chartered Bank Fort Branch
A/c No. 22205020131
IFSC CODE: SCBL0036001**

8.2 EMD (in case of BG) should be submitted in physical form in a sealed cover addressed to Procurement Leader (Biofuels & MIS), boldly super-scribed on the outer cover:

Tender No -
Item -
Closing Date / Time -
Name of the Bidder -

8.3 It should be dropped in the tender box or sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

**Procurement Leader – Group-8: MIS & Biofuels
Central Procurement Organization (CPO) - Mktg,
Bharat Petroleum Corporation Limited
'K' Installation, Sewree Fort Road, Sewree, Mumbai-400015**

8.4 BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

8.5 Cheques, cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.

8.6 Bid received without the EMD is liable to be rejected.

8.7 Bidders registered with BPCL also should submit the EMD as mentioned above.

8.8 **In case any bidder, being micro or small enterprise, is claiming exemption for Earnest Money Deposit, such bidder shall provide the valid MSE documents (refer Cl. 9 below).**

9 DOCUMENTS TO BE SUBMITTED BY MSE (MICRO/SMALL ENTERPRISE) BIDDER AS DEFINED IN THE MSMED ACT 2006:

All bidders quoting as Micro and Small Enterprise, shall have to upload scanned copy of MSE doc. i.e., **valid Udyam Registration Certificate as provided in the Udyam Registration portal along with scanned copy of CA certificate as per the format attached with tender (CA certificate in original is to be submitted by successful bidder), failing which such bid will be treated as Non-MSE.**

9.1 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.

9.2 Format of the CA certificate is attached with this document (**Format-A**) and bidder needs to submit certificate strictly in the said format.

10 WARRANTY

10.1 As per Clause 13 of GPC.

11 PERFORMANCE SECURITY DEPOSIT:

As per Annexure 4 Bid Qualification Criteria

Value of PBG of 5% supersedes the relevant clause of GPC.

The Bank Guarantee submitted shall be issued by Indian Scheduled Banks having long term issuer rating of 'A2' from Moody's or equivalent from Fitch and S&P in case of the foreign bank (having a branch in India or having a corresponding banking relationship with an Indian Scheduled Bank) and long term issuer rating of at-least 'AA' from CRISIL or equivalent from CARE, ICRA and India Ratings in case of Indian Scheduled Banks, shall be acceptable. In case rating for a bank is available from more than one rating agency, the lowest of such rating shall be considered.

In case the rating of a bank assigned by any of the credit rating agencies falls below stipulated/acceptable level at any time during the tenure of BG, the contractor will arrange to replace the BG at the earliest, at its own cost, through any other bank meeting the criteria stated in para above. In such case, existing PBG shall be returned to the Contractor only after receipt and verification of new PBG. Alternatively, Contractor may provide counter guarantee on the existing PBG from a bank satisfying the above criteria. No payment shall be made to the Contractor till replacement of the BG or submission of counter-guarantee.

Rest of the conditions of GPC related to Performance Bank Guarantee will remain same.

SFMS Bank Guarantee:

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: BPCL583493800

E. BG Issuing Bank should send the BG Issuance advice through advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393)

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

a) BPCL Location: Kharghar, Navi Mumbai

b) Head Office: Ballard Estate

c) UIC: BPCL583493800

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

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

12 VALIDITY OF QUOTE:

The quote shall be valid for **180 days** from the opening date of the tender. This condition supersedes GPC condition.

13 DEVIATIONS:

13.1 Deviations to GPC (General Purchase Conditions), SPC (Special Purchase Conditions) and ITB (Instruction to Bidders) are not allowed. Technical deviations, if any, should be mentioned clause-wise in a separate document called deviation sheet in the format as per **Annexure-8** only.

13.2 Deviations mentioned anywhere else shall not be considered. Bidders are advised not to upload any extra documents that are not asked for in the tender and are stating bidder's own terms and conditions etc. Such extra documents/extra terms and conditions shall be summarily ignored and shall not be considered for evaluation.

14 SUBMISSION OF BIDS:

14.1 Bidders to note that any deviation if any to the technical/commercial terms and conditions of this tender should be mentioned only in the "DEVIATION" bid form attached (**Annexure-8**). If any bidder fails to do so, it shall be construed that they have no deviations whatsoever to the tender terms and conditions. It is also reiterated that BPCL will not take cognizance of any clarifications/comments mentioned by the bidder in any other document. Similarly if any document is uploaded by the bidder, which inter alia would imply variation or deviation to tender specifications or any terms and conditions of the tender, it shall be taken into consideration for techno commercial evaluation if and only if the reference to the same is mentioned in the deviation bid form.

Price bid: Online fill in the quotes in the price bid form. Price Bids have to be submitted online. Bidders should **NOT** mention any price anywhere else in the bidding forms.

15 Incomplete bids are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.

16 Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.

17 ACCEPTANCE / EVALUATION OF BIDS BY THE CORPORATION:

17.1 BID QUALIFICATION & TECHNO-COMMERCIAL BID

Based on the information and documents submitted, only parties meeting the Bid Qualification Criteria will qualify for the techno commercial evaluation. Price bid of only those bidders shall be opened who qualify in the Techno-commercial bid. The schedule for opening the price bid shall be advised separately.

17.2 PRICE BID (Kindly refer Annexure 4 Bid Qualification Criteria document) Bidder to quote only one line item item 1 of item 2 in the tender. Kindly refer footer note of online Price bid.

17.2.1 Through this tender, BPCL seeks to surface the **overall lowest price** supplier. Hence, price bid evaluation will be done on overall **lowest price** basis offer, for Bidders quoting in INR, taking into account the basic quoted price on door delivery basis and quoted GST% & for

Bidders quoting in USD/EURO, taking into account the quoted price on incoterm DDP.

17.2.2 Input tax credit (if applicable for the tender) will be considered by BPCL in the evaluation and in such case, the award of work will be on net cash outflow basis considering ITC. The order shall be placed on the lowest successful bidder for the complete job.

17.2.3 Basic Price should be as per tender specifications and also the basic cost should be firm till the completion of contract / Purchase Order. No foreign exchange parity variation and no price escalation will be considered during the contractual period. It may be noted that the rates quoted in the price bid will only be considered for evaluation. No revision of prices is allowed in the price bid once the technical bid is opened. Vendor to quote their prices considering all the technical and commercial aspects. Please note that the cost of Commissioning spares (if applicable) and all other spares required for successful commissioning and handing over of the tendered item should be included in the basic cost of the tendered item. List of commissioning spares is to be submitted separately along with technical documents.

IN TENDERS WHERE GST RATE IS QUOTED BY THE BIDDER:

GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the bidder quotes a wrong GST rate, for releasing the final order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.
- In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BPCL shall place orders.

The Corporation reserves the right to reject any and/or every tender without assigning any reason whatsoever and/or place order on one or more bidders and/or carry out negotiations with bidder in the manner considered appropriate by the Corporation.

Note: In case of multiple L1's, BPCL reserves the right to take revised price bids (only from L1's) in the manner considered appropriate by the corporation to arrive at successful bidder and award the job.

18 COUNTER CONDITION

No counter condition is acceptable. Bidder should consider all the tender standard terms and conditions and submit their bids accordingly. Counter condition may lead to rejection of offer.

19 POLICY FOR PURCHASE PREFERENCE TO MAKE IN INDIA PRODUCTS

19.1 Purchase Preference shall be given to Class 1 Local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

19.2 However, limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore. Also, Local Value Additions through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall be considered in local content calculation.

Bidders shall submit the required undertaking as specified in the tender bidding forms (**refer Format – C and Format – D**).

BPCL reserves the right to seek any other documents (like break up of value and percentage of the local content etc.) from bidder to establish/verify his claim of local content during the Tender Evaluation process.

20 NEW STATUTORY LEVIES:

The taxes, duties, rates, and Cess quoted shall be final. New tax, if any, introduced later shall be on BPCL account from the date of bid submission (or extended date, if any) up to contract period. During contractual period, any variation in existing taxes, duties, rates and cess shall be borne by BPCL. Any upward statutory variation in taxes, duties rates and cess (including any new tax) beyond contractual delivery date shall be borne by the bidder. However, in case of downward variation, the same shall be passed on to BPCL.

21 GST DETAILS:

Type of GST namely IGST/CGST-SGST will be determined based upon the billing address provided by the bidder in the tender & the state in which works are being executed.

Bidders are requested to enter SAC codes (Service Accounting Codes) / HSN codes as Applicable in the relevant column of the price bid.

Maharashtra and Odisha State GSTN Details of BPCL is given below for reference.

Sl. No.	State	GST Registration ID of BPCL
1	Maharashtra	27AAACB2902M1ZT
2	Odisha	21AAACB2902M1Z5

22 Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.

23 If any new tax is introduced on sale of goods/services by VENDOR to OWNER in lieu of one or more of the then existing taxes or as a new tax altogether and the rate and impact of the new taxes is less than the rate and impact of existing tax or taxes which it replaces, VENDOR shall pass on to OWNER the benefit thereof by way of commensurate reduction in the amount payable by the OWNER to VENDOR. If on the other hand, the rate of the new taxes is in excess than the rate of the existing taxes it replaces, the OWNER on satisfactory proof shall reimburse the VENDOR the additional tax paid by the VENDOR as the result of the imposition of the new taxes provided they are within the contractual completion date.

Explanation: For the purpose of above clause, impact means and includes the addition/reduction of taxes suffered on inputs, input services & capital goods. Further, impact of stranded taxes like CST on Interstate purchases, entry tax/octroi, etc. (if applicable) also needs to be considered.

24 It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for

risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof

25 Courts in the city of **Mumbai** alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalization of the tender.

26 LIST OF ABBREVIATIONS USED:

26.1 The terms “BPC”, “BPCL”, The Corporation, the Company and Owner in the appropriate context means Bharat Petroleum Corporation Limited, the Company registered under Companies Act 1956 and includes its successors and assignees.

26.2 The term “LOA” in the appropriate context means Letter of Acceptance

26.3 The term “PO” in the appropriate context means Purchase Order

27 MANDATORY PROTECTIVE CLOTHING

The entry to work site will be permitted to workers with requisite PPEs including those for Covid 19.

28 DECLARATIONS/ UNDERTAKINGS BY BIDDERS:

Bidders have to mandatorily submit the following declarations/undertakings:

28.1 COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA:

Bidders have to submit an undertaking with respect to Compliance of Restrictions for Countries which share land border with India {Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)}. The declaration to be submitted online in the portal.

28.2 DECLARATION ON ACCEPTANCE OF TERMS & CONDITIONS SOCIAL MEDIA POLICY OF BPCL:

Terms & Conditions under Social Media Policy of BPCL for business partners are to provide clear guidance on acceptable standards of conduct and practices to be followed by the Business Partners of Bharat Petroleum Corporation Limited, in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard inter alia the interests and reputation of the Corporation, in the access, use of or participation on Social Media platforms by such constituents. Successful bidder/bidders shall have to essentially submit following documents for further evaluation in the tender:

28.2.1 “Social Media T&Cs” document along with the bid documents, duly signed & stamped/ digitally signed by the same signatory who is authorized to sign the bid documents. All the pages of the “Social Media T&Cs” shall be duly signed. Bidder’s failure to return the “Social Media T&Cs” duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

29 **SUBMISSION OF HARD COPY OF DOCUMENTS** (For Open / Limited Tender as per tender requirement):

29.1 Hard copies of the TPIA certified Bid Qualification Criteria (BQC) documents and its supporting documents with Original Stamp certified with comment ‘Verified from Originals’

- 29.2 MSE Eligibility - CA Certificate **(FORMAT - A)**
- 29.3 Integrity Pact
- 29.4 Declaration for PPP-MII Policy **(FORMAT – C AND D)**
- 29.5 Declaration for Land Border Policy **(FORMAT - E)**
- 29.6 Declaration for Social Media Policy **(FORMAT - F)**
- 29.7 Declaration for Submission of TPIA verified document **(FORMAT-G)**
- 29.8 Declaration for DMI&SP Policy **(FORMAT-I)**

Note: Bidders to upload the above declaration **on official letter head** signed and stamped by competent authority to submit the bid and upload on GeM portal. Bidders not confirming to the above declaration are liable for rejection of their bids.

30 STARTUPS MEDIUM ENTERPRISES:

In case a Startup is interested in supplying the tendered item but does not meet the Pre-Qualification Criteria (PQC)/ Proven Track Record (PTR) of Prior Turnover norm as indicated in the tender document, i.e., in this case the Bid Qualification Criteria (BQC) mentioned above, the Startup is requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposals should be accompanied by relevant documents in support of Start-ups as under:

- 30.1 Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
- 30.2 Certificate of Incorporation/Registration.
- 30.3 Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. The certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.
- 30.4 Such proposal will be examined by the tender issuing authority who may consider inviting a detailed offer from the Startup with the intent to place a trial order or test order provided the Startup meets the Quality and Technical Specifications.
- 30.5 In case the Startup is successful in the trial order, it will be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time the entity remains a Startup.
- 30.6 Startups are exempted from submission of EMD.

31 BAN ON USE OF HYDRA CRANE IN BPCL WORK SITES:

Usage of Hydra Cranes Even for Shifting Materials, Equipment, Cable Drums, Pipelines, and Towing of Vehicles etc. from one location to the other is banned due to safety reasons.

Some of the models but not limited to having the above-mentioned features are mentioned as below for reference which can be permitted to be used in BPCL work sites:

S. No.	Manufacture	Models
1	ESCORTS CONSTRUCTION EQUIPMENT LTD (ECEL)	TRX SERIES – K10; F15: TRX 2319; MAC

2	ACTION CONSTRUCTION LTD (ACE)	FX 120; FX 10; 15XWE; 15XWF; RHINO 110 PC
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32 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT —wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

33 TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS)

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. M1xchange. 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.

Format: A

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

(for MSE Bidders to avail MSE benefits)

(on CA Letterhead)

Date:

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/amendments 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.

Name of CA Firm:
Signatory]

[Signature of Authorized

Date:

Name:

Designation:

Seal:

Membership No.:

UDIN No.:

Note: Please ensure the UDIN details on CA portal mentions - ***“certificate confirming eligibility for MSE Policy Benefits”***

DEVIATION STATEMENT

(on company letterhead)

Tender No. –

Tender Title –

Bidder's Name –

[In case of NIL deviations]

We, M/s, hereby confirm that we have taken NIL deviations for this tender and agree to comply to all terms and conditions of this tender without any deviation.

[In case of any deviations]

List of Deviations:

S. No.	Document Ref.	Clause No.	Deviation	Justification for Deviation
1				
2				
3				

We, M/s, hereby confirm that all our deviations for this tender have been listed above with justification and there are no other deviations by us in the tender.

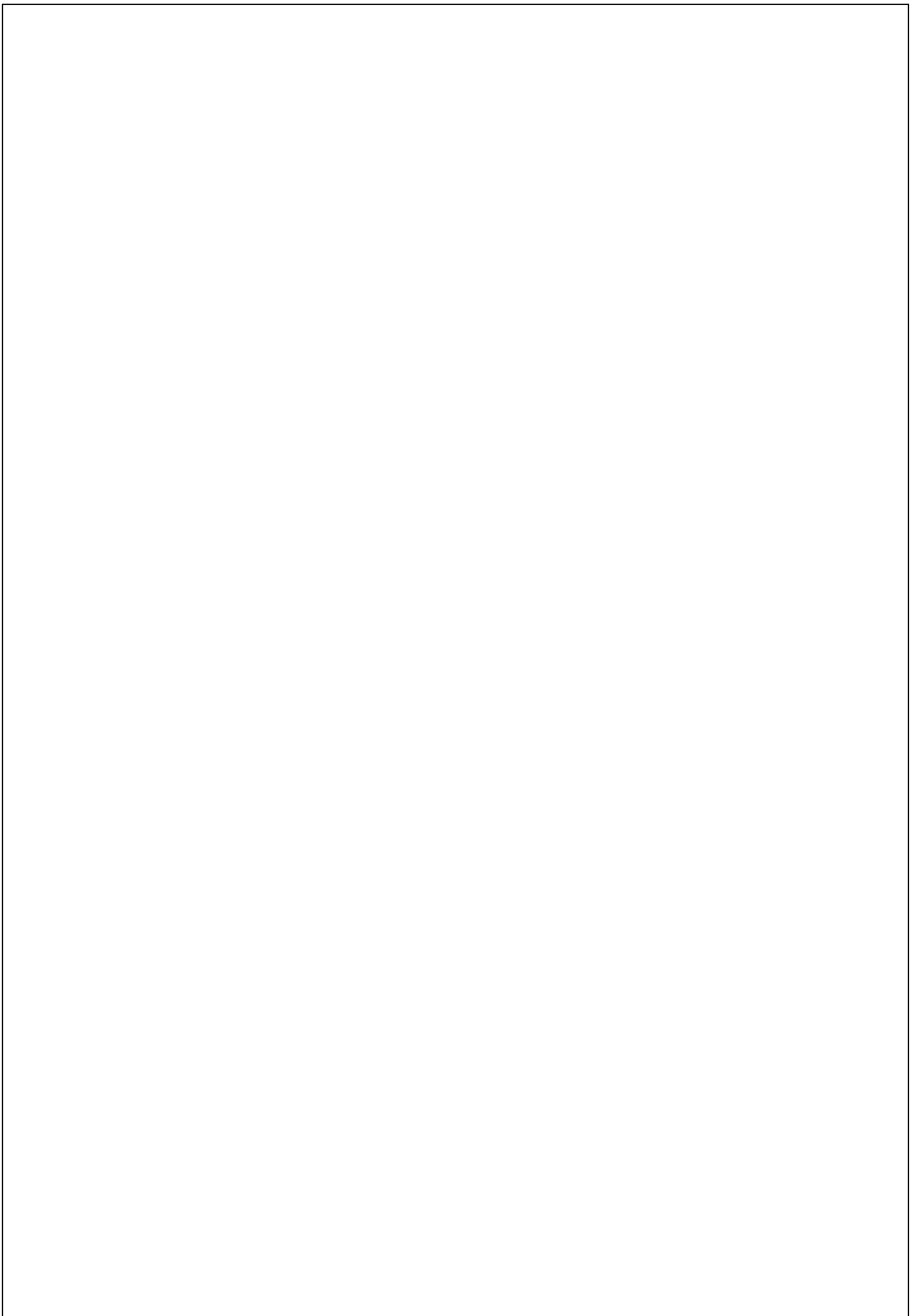
Date:

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

Name:

Designation:

Seal:



UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PPP-MII)

(on company letterhead)

To,
M/s BHARAT PETROLEUM CORPORATION LIMITED

TENDER NO:

TENDER

TITLE:

.....

Dear Sir

We, M/s. (Name of Bidder) have submitted Bid No.
against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference Policy (Make in India) and undertake that we meet the mandatory minimum Local content requirement of% specified in the tender document/ PPP-MII Policy.

The certificate from Statutory Auditor/Chartered Accountant/Cost Accountant in this regard has been submitted in technical bid. (Applicable in case of tenders for value greater than Rs. 10 Crs.)

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provision of tender document/ PPP-MII Policy.

Place:

Date:
Bidder

[Signature of Authorized Signatory of

having power of attorney]

Name:

Designation:

Seal:

**CERTIFICATE BY CHARTERED ACCOUNTANT/ STATUTORY AUDITORS OF BIDDER
TOWARDS MANDATORY MINIMUM LC**

(IN CASE BIDDER SEEKING BENEFIT OF PPP-MII)

(on CA/SA letterhead)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED SUBJECT:

TENDER NO:

TENDER TITLE:

Dear Sir

We, *(Name of the issuing CA/SA Firm)* have verified relevant records of M/s. *(Name of the bidder)* and certify that M/s. *(Name of the bidder)* meets the mandatory minimum Local content requirement of% specified in tender document / PPP-MII Policy.

Name of CA/SA Firm:

Date:
Signatory]

[Signature of Authorized

Name:

Designation:

Seal:

Membership No.

UDIN No.

Note: Please ensure the UDIN details on CA portal mentions - **“certificate confirming eligibility for PPP-MII Policy Benefits”**

Format - E

UNDERTAKING WITH RESPECT TO COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA – AS STIPULATED BY GOVT. OF INDIA

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

Date:

TENDER NO:

TITLE OF TENDER:

To,

Bharat Petroleum Corporation Ltd

CPO-M, A-Installation

Sewri Fort Road, Sewri East Mumbai-400015

Dear Sir/Madam,

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

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country or, if from such a country, have 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/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Please refer Annexure X for Land Border Restriction Policy.

FORMAT OF ACKNOWLEDGEMENT FOR SOCIAL MEDIA GUIDELINES

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

To,

[insert details to whom such acknowledgement may be addressed]

[in the case of an individual or sole proprietorship] I am, an inhabitant of and carrying on business of

OR

We are *[insert names of all partners of firm]* carrying on business at in partnership under the firm name and style of M/s.

OR

[insert name of Limited Company or a Co-operative Society / Trust Co-operative] incorporated under the laws of India and having its Registered Office at

I / We have entered into a *[insert name of agreement]* dated *[insert date]* ("Agreement") for the *[insert purpose]*, with Bharat Petroleum Corporation Limited ("BPCL").

In furtherance thereof, we have been provided with a copy of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation.

I / We have read and understood BPCL's Terms & Conditions for Acceptable Use of Social Media by Business Partners and agree to abide by it.

I / We understand that any violation of the above conditions may result in disciplinary action, or termination or revocation of the Agreement.

In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and acknowledged by *[insert name]*, in the capacity of our authorized representative.

A copy of such authorization is also attached for your record.

(Signature & seal)

Name:

Designation:

Date:

Please refer Annexure XI for Social Media Policy.

UNDERTAKING BY BIDDER TOWARDS SUBMISSION OF TPIA VERIFIED DOCUMENTS
(On company letterhead)

To,
M/s BHARAT PETROLEUM CORPORATION LIMITED

Tender / CRFQ No.	
Tender Title	
Name Of Bidder	

Dear Sir,
I / We, M/s _____ (Name of Bidder) have submitted bid for aforesaid tender.

We hereby confirm and undertake the following:

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

Place:
Date:

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

Name:

Designation:

Seal:

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products (DMI&SP) 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 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.

BID QUALIFICATION CRITERIA

BRIEF SCOPE OF WORK

Bharat Petroleum Corporation Limited (BPCL) is in the process of setting up a 2nd Generation (2G) & 1st Generation (1G) Bio-Ethanol Refinery for production of Ethanol at Bargarh in the state of Odisha. The purpose of this Tender is procurement of Enzyme for 2G Ethanol Plant.

Contractual delivery period for the tendered item is 12 months.

LOA will be issued by CPO (M) to the 'Overall lowest offer' basis to the successful bidder immediately after tender approval by Competent Committee. Purchase Order (PO) shall be issued by E&P for execution of the job.

1. BID QUALIFICATION CRITERIA (BQC)

BPCL would like to qualify vendors for undertaking the above work as indicated in the brief scope. Detailed bid qualification criteria for short listing vendors shall be as follows:

1.1 TECHNICAL CRITERIA

1.1.1 Technical Qualification Criteria

Sr. No	Selection Criteria	Papers/Documents to be submitted by Bidders
1.	Suitability of Enzyme for 2G Ethanol Process for hydrolysis of Lignocellulosic biomass Rice straw for production of Ethanol.	The bidder shall submit a letter from technology licensor M/s Praj Industries Ltd. Pune confirming suitability of bidder's Enzyme for 2G Ethanol Plant at Bargarh Odisha for meeting the plant performance guarantees.
2.	Bidder should be original manufacturer/developer of Enzyme for the 2G Ethanol process for hydrolysis of Lignocellulosic biomass Rice straw for production of Ethanol.	The bidder shall submit certificate confirming bidder as an original manufacturer/developer of the Enzyme offered for the process.

1.1.2 DOCUMENTS REQUIRED

The above documents should be submitted in support of the Technical Criteria requirement as mentioned above. BPCL may also seek any additional document required for establishing the above technical criteria.

1.2 FINANCIAL CRITERIA

1.2.1 AVERAGE ANNUAL TURNOVER

The average annual turnover of the Bidder for last three audited accounting years shall be equal to or more than INR 5.08 Cr.

BID QUALIFICATION CRITERIA

1.2.2 NET WORTH

The bidder should have positive net worth as per the latest audited financial statement.

1.2.3 DOCUMENTS REQUIRED

Bidder shall furnish self-certified copies of Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence for three years.

Note: - In case of foreign bidder, if Audited Financial Report is in currency other than INR, the respective/ desired figure for calculation of above details shall be converted into equivalent INR considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of INR as on last date of Bidder's financial year shall be considered based on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates. In case reference rate for that non-INR currency is not available on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates then TT selling exchange rate published by State Bank of India (SBI) shall be used. If the conversion rate of the non-INR currency is not available on both of these platform then exchange rate website OANDA Selling rates shall be used.

2 BIDS MAY BE SUBMITTED BY

2.1 An entity that has completed 3 financial years of existence as on original due date of tender since date of commencement of business and shall fulfill each BQC eligibility criteria as mentioned above.

2.2 JV/Consortium bids will not be accepted (i.e., Qualification on the strength of the JV Partners/Consortium Members will not be accepted).

2.3 An Indian / Foreign Manufacturer

2.4 An Indian Subsidiary or a Group company of a Foreign Manufacturer

3 DECLARATION BY THE BIDDERS

3.1 Declaration by bidder for not being under liquidation, court receivership or similar proceeding.

3.2 Declaration by bidder for not serving any Holiday Listing orders issued by BPCL or MOPNG.

3.3 Declaration by bidder for having read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as per policy issued by Gol in July'20.

3.4 Declarations by the bidder under MSE Policy

3.5 Declarations by the bidder under PPP-MII Policy.

3.6 Declarations by the bidder Social Media Guidelines of BPCL.

BID QUALIFICATION CRITERIA

3.7 Declaration by the bidder for submission of TPIA verified BQC and MSE documents, in case successful in the tender.

Note: Bidders to upload the above declaration on official letter head signed and stamped by competent authority to submit the bid. Bidders not confirming to the above declaration are liable for rejection of their bids.

4. EVALUATION METHODOLOGY

The tender for "SUPPLY OF ENZYME FOR 2G BIO-ETHANOL REFINERY AT BARGARH, ODISHA" will be invited through Global Open Tender as two-part bid. The bid qualification evaluation of the received bids will be done as per the above bid qualification criteria and the technical bid of the shortlisted bidders will be evaluated subsequently. BPCL reserves the right to seek technical queries as well as BQC queries simultaneously during evaluation of bids so that time can be saved in total procurement cycle. The price bids of the bidders who qualify BQC criteria & meet Technical / Commercial requirements of the tender will only be opened and evaluated. The order will be placed on the overall lowest offer basis successful bidder for the job considering purchase preference based on MSE/ PPP-MII Policy.

In case of non-acceptance to the enzyme specifications mentioned in the technical specification, BPCL reserves the right to technically reject the bid.

The landed price will be calculated post accounting for applicable taxes, duties, transportation/insurance costs in INR/Giga BHU(2) or INR/Giga FPU and will be utilized for evaluation of the tender based on annual estimated Enzyme quantity in Giga BHU(2) or Giga FPU.

5. EVALUATION OF OFFER:

Quoted prices in Indian Rupees for Domestic Supply and in Foreign Currency (USD or Euro) for Imported supply shall be accepted in price bid. For evaluation purposes, all quoted values would be converted to Indian Rupees as on last deadline for submission of Techno-commercial bids or the last available rate for comparison of quotes based on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates. In case reference rate for that non INR currency is not available on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates then TT selling exchange rate published by State Bank of India (SBI) shall be used. If the conversion rate of the non-INR currency is not available on both of these platform then exchange rate website OANDA Selling rates shall be used.

Evaluation for Indian Domestic Bidder / Indigenous supplies:

Domestic bidder shall quote their price (BASIC & GST) on Door delivery basis at BPCL's locations including P&F charges, TPIA Charges, transit insurance and unloading charges at the destination.

Evaluation For Foreign Bidder:

BID QUALIFICATION CRITERIA

Foreign bidder shall quote their price on Incoterm DDP (Delivery Duty Paid) basis at BPCL's location at Bargarh including cost of item, Shipping Cost, Custom Duty, CHA Charges, Insurance, Freight, Loading, Unloading, applicable Taxes and Duties.

6 PERFORMANCE SECURITY DEPOSIT

Following 02 options are available with Successful bidder for submitting Security Deposit / deduction of Retention money:

Option A: Successful bidder can submit the Performance Security Deposit of 05% of basic contract value upfront within 15 days from the receipt of LOA. Retention money shall not be deducted from running bills in such cases.

Option B: Successful Bidder opting for deduction of retention money from running bills shall have to submit the security deposit of Rs. 7.5 Lac within 15 days from the receipt of LOA.

Retention money shall be deducted from each running account bill / against call off placed at the rate of 05% of basic bill value till overall amount (security deposit of Rs. 7.5 Lac + retention money deducted) of 05% of basic contract value is collected.

Upon request from vendor, security deposit amount will be returned, subject to availability of balance retention money of an amount equal to 05% of basic contract value, after the refund of security deposit to the vendor.

In above mentioned both options, if performance security deposit / security deposit is submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period, defect liability period and with claim period. The of 06 months. Bank Guarantee shall be in the form prescribed in GPC.

7 EARNEST MONEY DEPOSIT (EMD)



Bidders are required to provide Earnest Money Deposit equivalent to Rs. 07.50 (Seven Lacs Fifty Thousand only) for the tender. EMD may be submitted in form of Bank Guarantee (as per format of Bank Guarantee in GPC) executed by any Scheduled Bank approved by Reserve Bank of India or by NEFT transfer to BPCL Account.

In case any bidder, being micro or small enterprise, is claiming exemption for Earnest Money Deposit, such bidder shall provide the valid MSE documents i.e.

- 1) Udyam Registration Certificate with self-certification
- 2) Original copy of CA certificate confirming eligibility for benefits of public procurement policy

Foreign Bidders shall submit the EMD amount mentioned below:

USD 9087 OR EURO 8420

		2G BIO ETHANOL REFINERY PROJECT		 TATA CONSULTING ENGINEERS LIMITED	
BHARAT PETROLEUM CORPORATION LTD		DOCUMENT SUBMISSION CHECKLIST		Service	Tender for Procurement of Enzyme
				Rev.	A
Name of Bidder :			Location :		
Sr. No.	Item	SUBMITTED (✓)	Remark, if any		
1	Signed and Stamped copy of all pages of Tender Document, Technical Specification & SPC.				
2	Signed Deviation Sheet (Bidder to sign and submit 'Nil Deviation' if no deviation)				
3	Technical details of the Enzyme offered as per Tender specification.				
4	Documents for BQC as per BQC checklist.				
6	Power of Attorney (PoA) for signatory of documents				
7	Schedule of Rates (in Price Bid only)				
Remarks 1. Bidder to (✓) against for confirmation of document submitted.					

**TENDER FOR PROCUREMENT OF ENZYME FOR 2G ETHANOL PLANT
ON ANNUAL RATE CONTRACT BASIS**

SPECIAL PURCHASE CONDITION

PAYMENT TERMS: 100% payment will be released after receipt and acceptance of material at Bargarh Bio-refinery (BBR) site and on submission of all relevant dispatch documents including original copy of invoice as per terms of GPC.

PRICE VARIATION DUE TO ESCALATION/DE-ESCALATION:

- i. Bidder to quote firm price for supply for 12 months of supply period i.e., from August 2024 to July 2025.
- ii. This price variation clause shall be applicable if contract is extended beyond initial supply period of August 2024 to July 2025 based on yearly wholesale price index (WPI-All commodity).

The quoted price of Enzyme shall be adjusted for any increase/decrease on account of variation in yearly wholesale price index all commodity as per the formula below.

$$R_N = R \times (1 + ((Y - Y_0) / Y_0))$$

Where,

R_N = Revised Enzyme price (Rs./Giga BHU(2) or Rs./Giga FPU) for supply from August 2025 to July 2026

R = Quoted rate by bidders in (SOR) (Rs./Giga BHU(2) or Rs./Giga FPU)

Y_0 = All India Wholesale Yearly Price Index for All Commodity released by Office of Economic Advisor to Govt. of India, DIPP, Ministry of Commerce and Industry (<https://eaindustry.nic.in/>) corresponding to the year of the base price i.e. yearly WPI during **March** month the financial year of 2023-24).

Y = All India Wholesale Yearly Price Index for All Commodity released by Office of Economic Advisor to Govt. of India, DIPP, Ministry of Commerce and Industry (<https://eaindustry.nic.in/>) for **March** month of financial year 2024-2025.

Current Published All India Wholesale Yearly Price Index for All Commodity released by Office of Economic Advisor to Govt. of India, DIPP, Ministry of Commerce and Industry (<https://eaindustry.nic.in/>) for December 2023 is 151.8

For e.g. if WPI (All commodities) for **March** FY 2023-2024 is 152 and WPI (All commodities) for **March** FY 2024-2025 is 155, the revised rate (R_N) for Enzyme shall be calculated as:

$$R_N = R \times (1 + (155 - 152 / 152))$$

$$R_N = R \times (1 + 0.0197) = R \times 1.0197$$

**TENDER FOR PROCUREMENT OF ENZYME FOR 2G ETHANOL PLANT
ON ANNUAL RATE CONTRACT BASIS**



R_N shall be rounded off to nearest integer
 $((Y - Y_0) / Y_0)$ shall be rounded off to 4 places of decimal.

1. PRICE BID EVALUATION:

- a) The bidder shall submit a letter from technology licensor M/s Praj Industries Ltd. Pune confirming suitability of bidder's Enzyme for 2G Ethanol Plant at Bargarh Odisha for meeting the plant performance guarantees.
- b) Bidder should be original manufacturer/developer of Enzyme for the 2G Ethanol process for hydrolysis of Lignocellulosic biomass Rice straw for production of Ethanol.
- c) Only Bidders meeting the BID QUALIFICATION CRITERIA (BQC) as mentioned in the Tender shall be evaluated further.
- d) In case of non-acceptance to the enzyme specifications mentioned in the technical specification, BPCL reserves the right to technically reject the bid.
- e) The landed price will be calculated post accounting for applicable taxes, duties, transportation/insurance costs in INR/Giga BHU(2) or INR/Giga FPU and will be utilized for evaluation of the tender based on annual estimated Enzyme quantity in Giga BHU(2) or Giga FPU. Bidders to submit the enzyme price inclusive of transportation, insurance etc. in the price bid only.

2. SUPPLY SCHEDULE & DELIVERY PERIOD:

- a) The delivery of 1st batch Enzyme for the monthly Enzyme requirement is expected to be made in the month of August 2024, after written intimation by BPCL.
- b) For any change in first supply date of Enzyme, the same shall be intimated to bidder at-least 3 months in advance.
- c) Bidder to indicate the minimum & maximum lot size of Enzyme for supply to plant location at Bargarh Odisha.
- d) Delivery period for supply of Enzyme shall be 12 months starting from August 2024 to July 2025 for supply of Enzyme quantity as per technical specification/price form.
- e) Delivery will be on staggered delivery basis with advice from BPCL from time to time. Bidder shall be intimated monthly requirement of Enzyme at-least 3 months in advance. Actual call-off for supply shall be based on balance inventory at Bargarh plant warehouse cold-storage.
- f) Contract may be extended for 12 months beyond initial supply period (August 2024 to July 2025) till July 2026 on the same tender terms & conditions:
 - i) For supply remaining Tendered quantity of Enzyme not consumed within 12 months of supply period.
- g) Price variation shall be applicable for delivery beyond initial supply period of August 2024 to July 2025.
- h) The actual call-off quantity may be more or less than the quantity specified in the tender.

	2G BIO ETHANOL REFINERY PROJECT Bargarh, Odisha			
	TENDER FOR PROCUREMENT OF ENZYME ON ARC BASIS			
	Doc No	12282A-00-000-MR10MM-005		
	Rev No	B	Date of Issue	

BHARAT PETROLEUM CORPORATION LTD. (BPCL)

12282A-00-000-MR10MM-005

TENDER FOR PROCUREMENT OF ENZYME ON ARC BASIS



For

2G Bio Ethanol Refinery Project

Bargarh, Odisha, India

<input type="checkbox"/>	A.	Approved, further work can proceed
<input type="checkbox"/>	B.	Approved with comments. Work can proceed subject to incorporation of comments.
<input type="checkbox"/>	C.	Rejected. Revise according to comments and resubmit.
<input type="checkbox"/>	D.	Retained for information

Rev.	Date	Doc Title: TENDER FOR PROCUREMENT OF ENZYME ON ARC BASIS	Prepared By		Checked By		Approved by	
			Initials	Sign	Initials	Sign	Initials	Sign
		Client: BHARAT PETROLEUM CORPORATION LTD	-		-		-	
A	19-06-2023	EPCM: TATA Consulting Engineers Limited	YP		MPB		SN	
B	21-02-2024	EPCM: TATA Consulting Engineers Limited	YP		MPB		SN	

	2G BIO ETHANOL REFINERY PROJECT Bargarh, Odisha			
	TENDER FOR PROCUREMENT OF ENZYME ON ARC BASIS			
	Doc No	12282A-00-000-MR10MM-005		
	Rev No	B	Date of Issue	

REVISION HISTORY

REV	DESCRIPTION	PRPD BY	CHKD BY	APRD BY	DATE
B	REISSUED FOR REVIEW	YP	MPB	SN	21-02-2024
A	ISSUED FOR REVIEW	YP	MPB	SN	19-06-2023

LEGENDS AND DETAILS:

Initials	Name	Organisation	E-mail
YP	Yash Patel	TCE	ypatel@tce.co.in
MPB	Manas Pradyuman Bhatt	TCE	mpbhatt@tce.co.in
SN	S Narayanan	TCE	snarayanan@tce.co.in

ENQUIRY NO. 12282A-00-000- MR10MM-005	TATA CONSULTING ENGINEERS LIMITED	SECTION: CONTENT
	TENDER FOR PROCUREMENT OF ENZYME ON ARC BASIS	SHEET i OF i

CONTENTS

VOLUME- I: TECHNICAL				
SECTION	DOC. NO.	ISSUE	TITLE	Page No.
A	12282I-00-000- MR10MM-005	B	SCOPE & INSTRUCTION TO BIDDER	A/1-3
B	12282I-00-000- MR10MM-005	B	TECHNICAL SPECIFICATION	B/1-7

ANNEXURES	
SR. NO.	TITLE
I	SPECIAL PURCHASE CONDITION (SPC)
II	BID QUALIFICATION CRITERIA (BQC)
III	CHECKLIST FOR DOCUMENT SUBMISSION

ISSUE B

SPEC. NO. 12282A-00-000- MR10MM-005	TATA CONSULTING ENGINEERS LIMITED	SECTION: A
	SCOPE AND INSTRUCTION TO BIDDER	SHEET 1 OF 3

1. INTRODUCTION

1.1 Bharat Petroleum Corporation Limited (BPCL) is a Fortune 500 company and a leading Maharatna Public Sector Enterprise with PAN India presence, engaged in Refining, Marketing and Distribution of Petroleum products. BPCL is diversified into exploration of Oil and Gas. BPCL as a responsible energy company has taken initiative towards harnessing renewable energy.

1.2 BPCL is setting up an integrated 2G (Second Generation) and 1G (First Generation) Bio-Ethanol Refinery complex at Bargarh (Odisha) to produce 200 KL/D of Fuel Grade Ethanol (100 KL/D each from 1G and 2G Plant). Execution of Plant work is under progress. The 2G or Second-Generation Ethanol Plant shall utilize agricultural waste - Rice straw as feedstock to produce 100 Kilo litres of Ethanol per day while 1G or First-Generation Ethanol Plant shall utilize Rice grain as feedstock to produce 100 Kilo litres of Ethanol per day.

2. ABOUT SITE:

2.1 The Site is divided in two parts comprising of an area of approximately 47.37(part 1) and 11.07(part 2) Acres respectively. Total 3 Nos of Gates are installed in 1st part and 1 No. of Gate in 2nd part of the land.

2.2 Nearest Railway station is Bargarh which is situated at about 15 km from the site and nearest airport is Jhasurguda which is about 110 km from the site.

3. DEFINITIONS

The following words and expressions as used in the Tender (as hereinafter defined) shall have the meanings hereof assigned to them except where the context otherwise requires.

3.1 "BPCL/Owner/Purchaser" means Bharat Petroleum Corporation Ltd. (BPCL), a company incorporated in India and having its registered office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, PB No.688, Mumbai - 400001 shall include its successors and assigns.

3.2 "CONSULTANT/TCE" shall mean Tata Consulting Engineers India Ltd. appointed as EPCM by BPCL for their 1G & 2G Bio-Ethanol Plant being set up at Baulsingha village, Bhatli tehsil, Bargarh district, Odisha.

3.3 "VENDOR/CONTRACTOR" means the Successful Bidder for this Tender.

3.4 BPCL's Plant/Bargarh Plant" means BPCL's 1G & 2G Bio-Ethanol Plant being set up at Baulsingha village, Bhatli tehsil, Bargarh district, Odisha, India, any additions thereto and any additional facilities located therewith.

ISSUE
B

SPEC. NO. 12282A-00-000- MR10MM-005	TATA CONSULTING ENGINEERS LIMITED	SECTION: A
	SCOPE AND INSTRUCTION TO BIDDER	SHEET 2 OF 3

4. DEVIATIONS

BIDDER shall quote in strict accordance with the requirements of this Invitation to Bid. BIDDERS are advised to avoid making technical and commercial deviations. BIDDERS shall note that unless any and all deviations they may wish to make from the enclosed specifications, specific technical requirements and other terms and conditions, are listed in the "Schedule of Deviations" of the bid document, it shall be deemed that the bids are in strict accordance with the requirements of this enquiry. Bids which do not include a categorical statement of compliance with the enquiry specifications and other terms and conditions of contract, and which do not list all deviations in the schedule as called for and offers not duly signed by authorized person of the company will be liable for rejection.

5. GENERAL

- 5.1 BPCL will not defray any expenses whatsoever incurred by the BIDDER for the preparation and submission and opening of bids.
- 5.2 Should a BIDDER find discrepancies in or omissions from the specification or other documents or should be in doubt as to their meaning except prices they would at once request in writing to the BPCL/CONSULTANT for interpretation/ clarification. The BPCL/CONSULTANT shall then issue interpretations and clarifications as he may think fit in writing as an addendum. Copies of such addenda, if issued, shall be signed by the BIDDER and shall form a part of his bid. After receipt of such interpretations and clarifications, the BIDDER shall submit his bid within the specified time.

6. BIDDER'S PROPOSAL

- 6.1 To enable thorough and fast scrutiny of the BIDDER's proposal, BIDDER is advised to respond all their technical data in the enquiry by clearly marking out their response, wherever they want to provide additional data and / or they deviate from the specified requirements. In case of full compliance, the enquiry specification will remain unaltered.
- 6.2 The BIDDER is advised to furnish all information called for in summary of data to be furnished along with the bid & after acceptance of Purchase order.
- 6.3 BIDDER shall carefully study all sections of this specification and indicate all deviations in the schedule of deviations only. It will be presumed that the offer conforms in all other respects to the specification and the BPCL reserves the right to evaluate the bid, as such without any further reference to the BIDDER. It is binding on the BIDDER to supply the enzyme in conformity with the specification except for the deviations stated in the schedule of deviations and accepted by the BPCL/TCE.

ISSUE B

SPEC. NO. 12282A-00-000- MR10MM-005	TATA CONSULTING ENGINEERS LIMITED	SECTION: A
SCOPE AND INSTRUCTION TO BIDDER		SHEET 3 OF 3

- 6.4 BIDDER could provide additional data on their proposal F without altering the specification structure.
- 6.5 BIDDER is advised to quote for the complete scope.
- 6.6 Ignorance of the site shall not be accepted as basis for any claim for compensation. The submission of the tender by the BIDDER will be construed as evidence that such an examination was made and any later claims / disputes regarding price quoted shall not be entertained or considered.

ISSUE B

1.1 INTRODUCTION

Bharat Petroleum Corporation Limited (BPCL) is in process of setting up a 2nd Generation (2G) & 1st Generation (1G) Bio-Ethanol Refinery for production of Ethanol. Bio-Ethanol Refinery is being constructed at Baulsingha Village, Tehsil Bhatli, District Bargarh in the state of Odisha. The feedstock for 2G Ethanol Plant is Lignocellulosic Biomass – Rice Straw which shall be Milled to suitable size, Wet Washed, Pre-Treated and Hydrolysed in presence of Cellulosic Enzymes followed by fermentation, distillation / dehydration for production of fuel grade Ethanol to be used for blending with gasoline under Ethanol Blending Programme (EBP) of Govt. of India. The purpose of this Tender is procurement of Enzyme for 2G Ethanol Plant on Annual Rate Contract Basis.

2.0 TECHNICAL SPECIFICATION

The desired properties of enzymes in the unit are mentioned below:

2.1 Design feed composition and Quality

The typical characteristics of the Feed (Rice Straw Composition) to Lignocellulosic Ethanol Unit are given in the following tables:

Feed Specification: Wet Basis

Feed Stock	Cellulose Wt (%)	Hemi-Cellulose Wt(%)	Lignin Wt(%)	Ash Wt(%)	Moisture Wt(%)	Silica Wt(%)	Others Wt(%)
Rice Straw	25.68	14.82	16.64	0.95	12.00	9.68	20.23

Feed Specification: Dry Basis

Sr. No.	Parameters	Unit	Test Value	Analysis Method
1.	Total Solids	% w/w	88.0	Based on NREL Method
2.	Ash	% w/w	12.08	Based on NREL Method
3.	Protein	% w/w	3.65	Kjeldahl Method
4.	Extractives	% w/w	18.32	Based on NREL Method
5.	Glucan	% w/w	29.19	Based on NREL Method
6.	Xylan	% w/w	14.61	Based on NREL Method
7.	Arabian	% w/w	2.24	Based on NREL Method
8.	Acid Insoluble Lignin	% w/w	18.91	Based on NREL Method

9.	Acid Soluble Lignin	% w/w		Based on NREL Method
10.	Acetate	% w/w	1.00	Based on NREL Method

Notes:

- 1) Analysis of Indian Rice Straw as per NREL Laboratory Analytical Procedure.
- 2) The feed stock analysis may vary based on seasonal and regional factors.
- 3) Extraneous matter, sand / mud to be max 1.0% w/w and metal content are Nil.

- 2.2 Design Criteria of the plant & operating conditions of the Hydrolysis section are given in following table:

Plant capacity	100 KL per day of Fuel Grade Ethanol
Operating Hr. per Year	7200 Hrs.
Feed (Rice straw) capacity	425 – 470 Tons per Day (Dry Basis)
Temperature of Hydrolysis Reactor	50 – 55 Deg. C
Operating Pressure of Hydrolysis Reactor	Atmospheric
Total solids in the Pre-Treated & Neutralized slurry for Hydrolysis, %	(15-20) %
pH for slurry for Hydrolysis	4.5 to 5.5

- 2.3 Bidder to offer latest available and proven grade of enzyme leading to optimum performance in the unit at lowest price. Enzyme specification as required to achieve the desired product yield is given in following table:

Sr. No.	Components	Units	Qualification Criteria
1.	Enzyme Stability		Enzyme cocktail should be stable (without significant loss of activity) at 0 to 10 degree C for min. 2 months
2.	Enzyme activity		To comply with either 2 a) or 2 b)
2 a)	Filter Paper Unit* (FPU)	FPU / gm	>160
	Required enzyme dose	FPU / gm dry solids	2.5

	Required enzyme quantity per annum	Giga FPU / annum	143
	Amount of enzyme required	Giga FPU / day	1.09
2 b)	Biomass Hydrolysis Units [^] (BHU)(2)	BHU(2) / gm	>1400
	Required enzyme dose	BHU(2) / gm dry solids	11.64
	Required enzyme quantity per annum	Giga BHU(2) / annum	586
	Amount of enzyme required	Giga BHU(2) / day	4.81

Note: Enzyme received at site shall have minimum shelf life of 2 months without any significant loss.

- 2.4 *One Filter Paper Unit (FPU) of cellulase activity is defined as the amount of enzyme which produces 2.0 mg of reducing sugar as glucose from 50 mg of Whatman No.1 filter paper (4% conversion) at 50 °C within 1hour.
- 2.5 [^]The BHU(2) method measures the hydrolysis of cellulose in a substrate consisting of Grinded and Sieved Pretreated Corn Stover (GS-PCS) mixed with a fluorescence enhancer (Calcoflour White, FB28). The cellulose hydrolysis results in a decrease in fluorescence (excitation/emission: 360nm/460nm). This is monitored relative to a Biomass enzyme standard. The method measures hydrolysis activity by Fluorescence Cellulose Decay (FCD). In the method the incubation is terminated and monitored after 24 hours at 50°C. The activity is determined relative to an enzyme standard. The result is given in the unit BHU(2)-PJ1/g.
- 2.6 Cost towards supply of 586 Giga BHU(2)/annum or 143 Giga FPU/annum of enzyme for supply period of 12 months (quantity based on the production plan of 2G Ethanol Plant) to be mentioned by the bidder in the price bid. The quoted price shall be inclusive of charges towards packing and forwarding, if any.
- 2.7 Detailed information for enzymes including shelf life, cycle length/ultimate life if applicable), full specifications, loading mechanism, any special requirements for storage, handling, and transportation etc. to be furnished by bidder in the technical proposal.
- 2.8 Enzyme is to be supplied in ~ 1 MT intermediate bulk containers (IBC). Procurement of the ordered quantity of enzymes shall be done in batches.
- 2.9 Bidder shall also advise regarding cleaning requirement and disposal methodology/vendors for empty intermediate bulk containers (IBC). Bidder to provide information on the safety & environmental hazard associated with the

ENQUIRY NO. 12282A-00-000- MR10MM-005	TATA CONSULTING ENGINEERS LIMITED	SECTION: B
	TECHNICAL SPECIFICATION	SHEET 4 OF 7

enzyme loading/unloading and the mitigation measures to be followed along with Shelf Life and Certificate of analysis (CoA) of each manufactured lot. Bidder shall provide the Material Safety Data Sheet (MSDS) for the enzyme at tender stage.

3.0 ENZYME PERFORMANCE EVALUATION:

3.1 Bidder to adhere to the enzyme specifications provided in section 2.3. Standard test methods to evaluate the enzyme efficiency and performance to be provided by the bidder in the technical proposal. BPCL reserves the right to get the enzyme specifications tested for any of the batch supplied by the bidder within fifteen days of the receipt of the batch at site.

3.2 During the testing and performance evaluation of enzymes within fifteen days of the receipt of the batch at site, if the specifications of supplied batch of enzymes are found to be out of the range/limit specified in section 2.3, then BPCL reserves the right to reject the supplied batch and ask for reimbursement or order replacement for the batch. In case of replacement, the replaced batch is to be supplied at Bargarh site free of cost by the Bidder and in case of reimbursement, Bidder shall reimburse 100% of the cost incurred for purchase of Enzyme to BPCL. The cost incurred by BPCL for procurement of Enzyme shall be the landed cost which shall include the cost of Enzyme along with applicable taxes and duties including transportation cost.

4.0 SUPPLY

- The enzyme product is stored at cold condition 0 to 10°C at bidder warehouse and the product will be stored at cold condition 0 to 10°C once received at BPCL Bargarh site. Product received by BPCL Bargarh will be inspected and if need QC analysed by BPCL Bargarh by pulling a sample (e.g., 100 ml sample) out of one of the IBC's for given batch.
- Each shipment to be accompanied by certificate of analysis from bidder where declared activity is stipulated and used for invoice calculation and issue.
- Transportation of enzyme at ambient temperature or 0 to 10°C to be decided by bidder depending upon the effect on enzyme activity taking in to account the transportation period required to reach at BPCL Bargarh.
- Bidder will allow BPCL Bargarh or its authorized representative to perform necessary audits at Bidder's premises relating to the products or the supply agreement upon reasonable prior notice by BPCL Bargarh to bidder. The performance by BPCL Bargarh of any review, inspection or audits shall not relieve bidder from its obligations under the supply agreement.

ISSUE
B

ENQUIRY NO. 12282A-00-000- MR10MM-005	TATA CONSULTING ENGINEERS LIMITED	SECTION: B
	TECHNICAL SPECIFICATION	SHEET 5 OF 7

5.0 INSPECTION AND TESTING

5.1 Inspection

Shipment received at BPCL Bargarh will be inspected and will be analysed by pulling a sample out of one of the IBC's for given batch.

The shipment will be rejected for below mentioned criteria.

Rejection Criteria-I (Visual Inspection)

If the product delivered at BPCL Bargarh site contains, mold/fungal surface growth on top of the liquid enzyme solution in the IBC and / or significant bad/foul smell of e.g., Sulphide or ammonia.

In the event of any such obvious defects and/or damage detectable by visual inspection, BPCL Bargarh must inform the bidder without undue delay and within five business days after the discovery of such a deviation in the event of non-compliant delivery. A note of such non-compliant delivery must be made in writing on the transport document or consignment note by BPCL Bargarh. The need for immediate notification to bidder and the need for noting damages or incomplete delivery on the transport document is necessary for BPCL Bargarh to claim compensation from the Bidder. In the absence of such notice of obvious defects or damage detectable by visual inspection, BPCL Bargarh shall be deemed to have accepted the shipment in relation to the obvious defects and damage detectable by visual inspection. Any other notice of defects and/or breach of warranty by the products shall be given promptly in writing by BPCL Bargarh to Bidder and this clause shall not in any way limit or restrict BPCL Bargarh right to make claims regarding defects, damage, breach of warranty or similar matter towards bidder under the supply agreement that were not obviously detectable by visual inspection.

Rejection Criteria-II (Technical Criteria)

BPCL may reject any shipment of the product which is not conforming in all material respects with the specifications found on the product data sheet / certificate of analysis. Besides BPCL Bargarh and bidder should agree in methodology to allow BPCL Bargarh to evaluate the product performance and expected correlation with invoiced product activity, provided the lab tests conducted by bidder shall be controlling in determination of any product evaluations.

In order to reject shipment, BPCL Bargarh must give notice of rejection to bidder within fifteen business days of any determination by BPCL Bargarh that products do not conform to the specifications set forth in the product data sheet together with a detailed written indication of the reasons for such rejection. After notice of rejection is given, BPCL Bargarh shall cooperate with bidder in determining whether rejection should be revised. If no such notice of rejection is timely received, BPCL Bargarh shall be deemed to have accepted such

ISSUE
B

delivery of product. Bidder shall pay for the cost of return of properly rejected product.

If the bidder accepts BPCL's basis for rejection, promptly on receipt of a notice of rejection, bidder shall use commercially reasonable efforts to replace the product which shall be purchased by BPCL Bargarh as provided in the final supply agreement or refund of the product price paid for nonconforming products. Unless bidder requests the return of rejected shipment of the product to bidder within sixty (60) days of receipt of BPCL's notice of rejection, BPCL Bargarh shall destroy such shipment and provide bidder with certification of such destruction at bidder expense. BPCL Bargarh shall promptly dispatch upon receipt of bidder request for return.

If any of the products are found to be not in conformance with the purchase order or the applicable product specifications, Bidder will fulfil such purchase order by price adjustment to the correct activity level or if relevant, by replacing such products at no additional cost to BPCL Bargarh. In addition, BPCL Bargarh shall be entitled to compensation of the damages, losses, costs, and expenses caused by such non confirming product in accordance with the principles set out in the supply agreement.

5.2 Testing

Sample (e.g., 100 ml) will be collected out of one of the IBC's from the received shipment batch.

The following protocol will be applied in case the enzyme unit of measurement is in FPU units:

- Bidder will share standard FPU protocol being used in their labs for review by BPCL and TCE.
- Joint protocol will be prepared for enzyme assay by bidder, BPCL and TCE.
- After preparation of joint protocol, bidder to establish the analysis method for estimation of enzyme unit of measurement within 3 months after receipt of order.
- Any consultation required by bidder during 3 months' period shall be provided by BPCL & TCE.
- Joint exercise will be conducted to validate analysis method for estimation of enzyme unit of measurement for actual enzyme samples in the range provided by the bidder.
- BPCL will then establish the approved FPU method at their laboratory so that it is aligned among Bidder, BPCL and TCE.

The following protocol will be applied in case the enzyme unit of measurement is in BHU units:

- Bidder will share standard FPU protocol being used in their labs for review by BPCL and TCE.
- Joint protocol will be prepared to establish BHU(2) Vs FPU correlation for enzyme by bidder, BPCL and TCE.
- After preparation of joint protocol, bidder to establish the correlation between BHU(2) & FPU within 3 months after receipt of order.
- Any consultation required by bidder during 3 months' period shall be provided by BPCL & TCE.
- Joint exercise will be conducted to validate BHU(2) Vs FPU correlation developed by bidder for actual enzyme samples in the range provided by the bidder.
- BPCL will then establish the approved BHU(2) vs FPU method at their laboratory so that it is aligned among Bidder, BPCL and TCE.
- Guarantees will continue to be only in BHU(2) and not in FPU. But BPCL can validate based on the correlated FPU value and if there is significant variation, they can raise a complaint.

In the event there is disagreement between BPCL Bargarh and bidder as to whether the product meets the specifications, BPCL Bargarh and bidder shall jointly hire an independent certification company, which will make laboratory tests to confirm if the product meets the specifications in accordance to bidder's protocols and assay. In the absence of an independent certification company mutually agreed upon by the parties in India with competence to make the above laboratory tests, the analysis of such product shall be conducted at a bidder's facility with representative of BPCL Bargarh present to witness all analysis and testing to determine whether the product meets the specifications.

**DECLARATION OF HOLIDAY LISTING ORDERS ISSUED BY BPCL OR MOPNG DEBARRING
FROM CARRYING ON BUSINESS DEALINGS WITH BPCL/ MOPNG**

(On company letterhead, to be signed by the duly authorized person)

Date:

Tender / CRFQ No.	
Tender Title	

To,

Bharat Petroleum Corporation Limited

Dear Sir/ Madam,

I / We, declare and confirm that we are currently no serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying out business dealings with BPCL/ MOPNG or convicted of an offence -

- 1) Under the Prevention of Corruption Act, 1988; or
- 2) 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.

Date:

[Signature of Authorized Signatory of

Address:

Bidder having power of attorney]

Name:

Designation:

Seal:

ANNEXURE

(To be executed on plain paper and applicable for all tenders of value above Rs. 1 Crore)

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) 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 The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s), 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 commit 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 cartelization 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 have 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 undertake 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/Contractor/Supplier entering into Integrity Pact, aggrieved by any decision/action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.


ANSON KOLETH

For the Principal

.....
for the Bidder/ Contractor/ Supplier

Place MUMBAI

Witness-1:
(Signature/ Name/ Address)

Date

Witness-2:
(Signature/ Name/ Address)

The Independent External Monitors (IEMs) should be contacted on their mobile / email, only if there are any complaints related to the tender. Details of IEM (appointed by CVC) are mentioned below:

Shri Ramabhadran Ramanujam	Shri Ganesh Vishwakarma	Shri Jagadip Narayan Singh
ADDRESS	ADDRESS	ADDRESS
44/24, 3 rd Trust Cross Street, Mandavelipakkam, Chennai - 600028	Flat No. 1801, Pavillion Height – 4, Jaypee Greens, Wish Town Sector – 128, Noida Gautam Buddha Nagar (U P) PIN- 201304	C-54, Bharatendu Harishchandra Marg, Anand Vihar, New Delhi - 110092
raamaanuj@gmail.com	ganesh_viswhwakarma@yahoo.com	jagadipsingh@yahoo.com
Mob. 9495511954	Mob. No. 9821399005	Mob. No. 9978405930

COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

Guidelines on Compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020

(I) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India.

(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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(III) "Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such country; or
- b) A subsidiary of an entity incorporated, established or registered in such country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such 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) "Beneficial owner" for the purpose of para (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(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of an entitlement to more than twenty-five percent 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 through one or more juridical person(s), 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) 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.

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[The format for Undertaking by the Bidder, is provided on next page.](#)



**BHARAT PETROLEUM CORPORATION LIMITED
SOCIAL MEDIA POLICY FOR BUSINESS PARTNERS**

TERMS AND CONDITIONS FOR ACCEPTABLE USE OF SOCIAL MEDIA BY BUSINESS PARTNERS

1. OBJECTIVE

Social media has become part of everyday life and a means of communication and sharing information with others. Every organization recognises the benefits that social media tools can provide, and also reckons the challenges it brings.

These terms and conditions (“**Social Media T&Cs**”) seek to provide clear guidance on acceptable standards of conduct and practices to be followed by the Business Partners (*as defined below*) of Bharat Petroleum Corporation Limited (“**Corporation**”), in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard *inter alia* the interests and reputation of the Corporation, in the access, use of or participation on Social Media (*as defined below*) platforms by such constituents.

It is important to maintain the highest degree of professional standard that is associated with the Corporation’s name, brand and reputation. Constituents must constantly be aware of the risk of damaging the Corporation’s name or reputation in public forums. These terms and conditions should be adhered to by each constituent at all times and should be read harmoniously and in conjunction with the terms of their engagement with the Corporation, as well as other applicable policies and directions issued by Corporation, from time to time, including the Relevant Documents (*as defined below*).

1.1. Social Media

Social Media includes any web or mobile based platform that enables an individual or agency to communicate interactively and enables exchange of user generated content. The term “**Social Media**” describes internet-based technologies and practices that people use to share opinions, insights, experiences and perspectives. It may be internal (housed within the Constituent’s technology infrastructure and open for use only by the Constituents) or public (widely available to the population of internet users).

These terms and conditions are applicable equally to a wide range of websites and mobile phone / tablet applications, including the following:

- (a) Social Networking sites, for example - Facebook, Twitter, and LinkedIn.
- (b) Media Sharing sites, for example - Instagram, Snapchat, YouTube
- (c) Discussion forums, for example - Reddit, Quora, Digg, Glassdoor
- (d) Content Curation network, for example - Pinterest, Flipboard

- (e) Blogging and Publishing sites, for example - WordPress, Tumblr, Medium including blogs
- (f) Interest-based network, for example - Goodreads, Houzz
- (g) Information sharing sites, such as Wikipedia
- (h) Opinion sites (e.g. Yahoo! Answers)
- (i) Any other social media platform/s

1.2. Scope and Applicability

These Social Media T&Cs are applicable to all Business Partners (*as defined below*), including any prospective partners of the Corporation (the “**Constituents**”).

The Social Media T&Cs provides a framework for the usage of Social Media by the Constituents and non-conformance with these Social Media T&Cs or any other applicable policy or directions issued by the Corporation as may be relevant to the Constituents, may result in penalties ranging from financial to legal liabilities, as set out under the respective contractual understanding between each Business Partner and the Corporation.

1.3. Relevant Documents

These Social Media T&Cs have been formulated in line with the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.

In addition, these Social Media T&Cs must be read in conjunction with the underlying contract documents including the following documents (collectively, the “**Relevant Documents**”), as may be applicable to each Constituent:

- (a) General Conditions of Contract for vendors (relevant clauses are placed at Annexure I);
- (b) Transportation Contract Agreement Bulk LPG Transportation Contract By Road (relevant clauses are placed at Annexure II);
- (c) PCVO, Retail and Lubes Transport guidelines.

2. CONTENT GUIDELINES

This section seeks to set out the guidelines for content management as well as administration rights of all official Business Partner Social Media accounts and ensure accountability of the authorised representatives of such Business Partner.

The following guidelines on content sharing (“**Content Guidelines**”) must be followed, in relation to all content created, posted or shared on Social Media:

- (a) All post and other content shared via Social Media shall abide by applicable laws, including the Information Technology Act, 2000 and rules made thereunder, as amended.
- (b) The content posted or shared through official Social Media accounts, shall be relevant, engaging and in line with the Corporation's brand and communication strategy, whether in the form of text, images, gifs, videos, etc.
- (c) The Constituents shall be mindful of content and the tone associated with it. A negative tonality, sarcasm, dry humour, pun, memes, etc. should be avoided to steer clear from any controversy.
- (d) The Constituents shall be careful and ensure that any content posted or shared through the official Social Media accounts does not bring disrepute to the Corporation. Opinion or comments on political observations, religious beliefs, gender biases, etc. must be avoided while operating official Social Media accounts. In the use of official Social Media accounts, the Constituents shall refrain from forwarding or sharing any videos or images or messages, which are considered inappropriate or any content that is considered offensive, obscene or derogatory in nature.
- (e) The Constituents shall be cognizant of concerns regarding confidentiality and disclosure requirements, and must at all times, adhere to the Relevant Documents as well as these terms and conditions, to understand what shall be disclosed on a public platform. For instance any communication marked as "privileged" or "restricted" or "confidential" or "not for circulation" should not be shared on Social Media. The Constituents are absolutely prohibited from disclosing commercially sensitive, anticompetitive, private or confidential information. If unsure whether the information that is proposed to be shared falls within one of these categories, authorised representatives of the Constituent may discuss with the concerned official as designated by the Corporation.
- (f) The Constituents shall ensure that any references to the Corporation or its employees, or other customers, partners and vendors do not contravene any non-disclosure agreements. The Constituents shall avoid disclosure of any information pertaining to any employee / vendor / customer or individual associated with the Corporation, without their prior consent.
- (g) The Constituents shall be vigilant about tagging, mentions and conversations around the Corporation. If it notices any customer complaint, dealer/ distributor/ vendor grievances, media story etc., the same may be flagged to the official channels of the Corporation and will be responded to by authorized personnel within the Corporation.
- (h) In the operation of official Social Media accounts, the Constituents shall be cognizant of maintaining professional etiquette for all interactions and shall not initiate or engage in discussions which may be characterised as showcasing a personal opinion such as political or religious beliefs. In

addition, official Social Media accounts should not share any content or comment that may be viewed as colouring the relations between the Corporation and the Government of India or any Ministry / Department of the Central or State Governments.

- (i) The Constituents, particularly in the use of official Social Media accounts, shall only post original content, which is free of any copyright infringement or plagiarism. To ensure the reputation and principles of the Corporation are safeguarded, all Constituents must avoid posting content that violates the law, infringes the intellectual property rights of the Corporation and its group companies or of any individual or organization. Any inadvertent posts, which violates these principles, must be removed / deleted immediately upon becoming aware of the implications as set out in these guidelines.

As responsible business partners of the Corporation, the following points must be strictly observed and followed by the Constituents:

- (i) Text, photos, images, musical work in any form, video clips, movie clips, or any other content for which the Constituent does not own copyright, must not be used in any form, and in particular for official purposes to promote any activities related to the Corporation, without obtaining consent from the copyright owner. If the copyright owner for such work cannot be identified or if the consent for use of such work is not provided by the copyright owner, the work must not be used by the Constituent.
- (ii) Capturing photographs and/or videos of the Corporation's offices, facilities, and other establishments (within or outside) or customer sites is strictly prohibited. Any such illegal images and/or videos of the Corporation's establishments, offices, facilities and factories or other sites and whether directly emailing or otherwise circulating such content via Social Media posts on the Internet, shall attract legal consequences. Official visual materials may be availed from the Corporation and can be requested through email, to the relevant State / Territory team.
- (iii) Creation, sharing and/or distribution of videos which make use of unlicensed music is strictly prohibited.
- (iv) Unauthorized videos of any events hosted by the Corporation, whether within or outside the Corporation's premises that may be captured by Constituents shall not be shared/distributed on Social Media.
- (v) All Constituents must take due care to protect the Corporation's copyright and intellectual property within and outside the organization.

- (j) The authorised personnel operating official Social Media accounts of respective Business Partner shall not post unverified news, or news from dubious 'sources', that may project the Corporation in a negative light.
- (k) The admins operating official Social Media accounts shall clearly state the source and give due disclaimers while quoting any third-party content through such Social Media accounts.
- (l) Additionally, content on official Business Partner Social Media Accounts shall be limited to the coverage of activities related to the business only. However, these accounts can re-share / retweet the posts of Corporation's official Social Media accounts, subject to the veracity of such accounts.

3. ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS

The following guidelines are applicable to vendors, suppliers and other contractors of the Corporation ("**Business Partners**"), and these are intended to supplement, and do not to replace the terms and conditions or any other agreement or guidelines (including the applicable provisions set out under Annexure I or II of these Social Media T&Cs), which are currently in place to regulate the conduct of such Business Partners:

- (a) Business Partners have the discretion to decide whether their Social Media accounts will be used for personal or professional purposes. However, in any event, whether such Social Media accounts are used for official purposes or personal purposes, to the extent that they declare their affiliation with the Corporation in any way, it is deemed that they will abide by these terms and conditions read with the applicable contractual provisions and the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.
- (b) Only official Business Partners accounts are eligible to declare their association with the Corporation or using any content owned by or belonging to the Corporation, including logo, product specifications, product pictures, product catalogues, etc. Such accounts may only post content that are official in nature and reasonably expected to promote the activities specific to its business. Such official Business Partner Social Media account shall be akin to a professional page to promote business interactions and shall not post any content which may showcase the account as expressing opinion on ancillary matters which are not in furtherance of the objective set out under the Relevant Documents, such as posts related to entertainment industry, or political views etc. However, such affiliation or use of Corporation's content, such as logo, product pictures etc. is only limited to use by official Social Media accounts of such Business Partner, and will not, at any time, be used by any authorised or other personnel of such Business Partner, in the operation of a personal Social Media account.

- (c) Every Business Partner's official or personal (individual) Social Media account is prohibited from posting / circulating any official communication / document or disclosing any business-related or other confidential information, pertaining to the Corporation, in accordance with the Relevant Documents.
- (d) Each Business Partner Social Media account, particularly those accounts which have been permitted to acknowledge their association with the Corporation, has an obligation to exercise caution in the posting or sharing of content on Social Media, and shall undertake adequate diligence prior to posting any content. In particular, such accounts shall be fully cognizant of posting or providing traction to any 'fake news' and shall refrain from posting or sharing unlawful, controversial or unverified news, or news from dubious 'sources', particularly in relation to the Corporation and the Central / State Governments.
- (e) The Business Partner Social Media account which are maintained for official purposes, shall refrain from engaging in unlawful or inappropriate posts or sharing any content that may be defamatory or may have the effect of downplaying the Corporation's business or competitors. In addition, such account should also not post or share content using derogatory language or is likely to demean sentiments of anyone with whom they engage in any public communication using Social Media.
- (f) Business Partners using Social Media for official purposes and especially those accounts that have been approved by the Corporation, shall maintain professional and proper etiquette in online interaction via Social Media and shall not engage in inappropriate behaviour. Such inappropriate behaviour includes but may not be limited to posting, sharing or endorsing in any form, any content which may be considered as:
 - (i) Divisive, unethical or unlawful at the workplace;
 - (ii) False, or derogatory, or amounting to bullying, trolling, intimidating, or harassing including using offensive, defamatory, threatening, discriminating, obscene or insulting language;
 - (iii) A misrepresentation of the Corporation, such as creating any unofficial groups or networks (whether intentional or unintentional) using the Corporation's name, logo, or email address;
 - (iv) Compromising the confidentiality (of the Constituents and/or the Corporation's information), or creating a conflict of interest;
 - (v) Disclosing commercially sensitive, anticompetitive, or information which is marked as restricted for internal circulation within the Corporation;
 - (vi) Misleading and misrepresentative, such as creating or endorsing any video channel / account representing the Corporation or any specific Business Unit, or otherwise posting or sharing any content owned by the

Corporation, unless such content has been posted on verifiable official Social Media accounts of the Corporation;

- (vii) Amounting to pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature) or content that could be considered as offensive, obscene or criminal; or
- (viii) Creating or likely to create any liability (whether criminal or civil, for the Corporation).

Where evidence of misuse or inappropriate behaviour is brought to the notice of the Corporation, the Corporation may undertake a more detailed investigation in accordance with its procedures, which may involve the examination and disclosure of records by those nominated to undertake the investigation and any witnesses involved in the investigation. If necessary, action may be taken against such Business Partner under the respective contractual agreement and in case required, such information may be handed to authorities in connection with the investigation.

- (g) Any violation of these Social Media T&Cs shall be treated as violation of General Conditions of Contract of the Corporation and may invite action by the Corporation as deemed fit, based on the sole discretion of the Corporation.
- (h) The Corporation has a zero-tolerance policy for any complaints that may be brought to its notice via Business Partner Social Media accounts. In the event the Business Partner or its associates *etc.* are dissatisfied with the Corporation, or have any unresolved query or grievance against the Corporation or any individual who is in the employment or association of the Corporation, the Business Partner or such person associated with it must reach out to the designated official and follow the hierarchy established within the Corporation. All such communication must follow the formal processes that are available as per contractual agreement with the Corporation. In the event the Business Partner, whether by itself or its employee or associate publishes any such information on Social Media or discloses details of any complaint or dispute with the Corporation on a public forum through Social Media, it will be in breach of the terms of these T&Cs and its agreement with the Corporation, and the Corporation will have the right to pursue such legal remedies as may be appropriate and available under law.
- (i) Upon termination or expiry of the Relevant Document / underlying contractual agreement between the Corporation and the Business Partner, the Business Partner shall ensure that all references and posts which disclose any affiliation with the Corporation has been scrubbed from the Business Partner's Social Media account and a formal written declaration to this effect must be provided to the Corporation, within 7 days of such termination or expiry.

4. ENFORCEABILITY AND COMPLIANCE

- 4.1. These Social Media T&Cs are construed to be a part of the Relevant Documents and form an integral part of the contractual understanding between the Corporation and the Business Partner.
- 4.2. Any violation of the Social Media T&Cs shall be treated as violation of respective contractual understanding between the Corporation and the Business Partner, and may invite appropriate action by the Corporation as deemed fit.
- 4.3. The Business Partner agrees and understands that all activities of the Business Partner's official Social Media Account is subject to monitoring and periodic audits by the Corporation, if required.
- 4.4. The Business Partner will provide its written acknowledgement to these Social Media T&Cs, in the form set out in Annexure III, failing which the Corporation may take such action as may be necessary to ensure compliance with these terms and conditions.
- 4.5. The concerned official of the Corporation shall be responsible for reviewing the compliance of these Social Media T&Cs as may be required to ensure that it meets legal requirements and reflects best practice.

ANNEXURE I

GENERAL CONDITIONS OF CONTRACT FOR VENDORS

Clause 34: Contractor's Subordinate Staff and Their Conducts:

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 neighbourhood 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.

Clause 44: Liens

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.

ANNEUXRE III

FORMAT OF ACKNOWLEDGEMENT

To,

[insert details to whom such acknowledgement may be addressed]

[in the case of an individual or sole proprietorship] I am _____, an inhabitant of _____ and carrying on business of _____

OR

We are [insert names of all partners of firm] carrying on business at _____ in partnership under the firm name and style of M/s. _____

OR

[insert name of Limited Company or a Co-operative Society / Trust Co-operative] incorporated under the laws of India and having its Registered Office at _____

I / We have entered into a [insert name of agreement] dated [insert date] (“**Agreement**”) for the [insert purpose], with Bharat Petroleum Corporation Limited (“**BPCL**”).

In furtherance thereof, we have been provided with a copy of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation.

I / We have read and understood BPCL’s Terms and Conditions for Acceptable Use of Social Media by Business Partners and agree to abide by it.

I / We understand that any violation of the above conditions may result in disciplinary action, or termination or revocation of the Agreement.

In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and acknowledged by [insert name], in the capacity of our authorised representative.

A copy of such authorisation is also attached for your record.

(Signature & seal)

Name:

Designation:

Date:

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

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

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

.....Contd. p/2

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

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

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

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

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

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

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

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

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

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

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

.....Contd. p/3

3A. Purchase Preference

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

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

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

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

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

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, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

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

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

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

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - 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 procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- 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 procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

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

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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

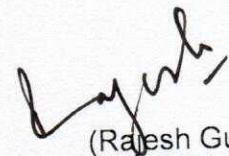
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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