

## **Earnest Money Deposit (EMD):**

Earnest Money Deposit (EMD) @ Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) is applicable for this tender and shall be submitted before the Bid Due Date. EMD shall be submitted in the form of Demand Draft or Bank Guarantee from any Indian Scheduled Bank only in favour of Bharat Petroleum Corporation Limited., payable at Bina or Electronic Funds Transfer to BPCL Bank Account.

**EMD shall be applicable to all the participating vendors including BPCL registered vendors except the vendors who are exempted for EMD as per govt guidelines. Offer submitted by the bidders without EMD, who are not exempted for EMD as per govt. guidelines, shall not be acceptable.**

EMD in the form of swift message/Cheque/Cash etc shall not be acceptable.

The permissible forms of Deposit are:

a) Bank Draft drawn in favour of Bharat Petroleum Corporation Ltd, Electronic Funds Transfer to BPCL's Bank Account (Account No. - 32182313019 Account Name: Bharat Petroleum Corporation Ltd. Address of Bank: State bank of India, IFSC Code -IFSC – SBIN0001427, Name of Beneficiary - Bharat Petroleum Corporation Ltd.).

Bank Guarantee (BG) executed by any Scheduled Bank approved by Reserve Bank of India as per the proforma attached. The BG shall remain valid for a period of six months from the due date of opening the tender.

b) Bank Guarantees are strictly in accordance with the attached proforma in tender. (For BG format refer Page no.21-22). Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode refer PBG clause no. 14.3.

### **Exemption from submission of EMD:**

Following categories of bidders shall be exempted from submission of EMD:

- i. Units registered with National Small Industries Corporation (NSIC);
- ii. Units falling under Micro & Small Enterprises (MSEs) category as defined under the MSMED Act 2006. (Bidders who claim MSE preference and EMD exemption shall submit Udyam Registration Certificate and CA Certificate, as per the format attached. Bidders who fail to submit these certificates, shall not be considered for MSE preference & exemption of EMD).

## BIDDER QUALIFICATION CRITERIA

These criteria supersede the criteria specified in GEM portal. Evaluation shall be done based on below mentioned criteria only.

### **1. Technical Criteria:**

For Supply:-

- Definition of Bidder: Bidder shall be a Manufacturer, quoting for the items and owing single point overall responsibility for supply of the items within delivery period.
- Bidder should have supplied and completed at least One purchase order or more qualifying “\*definition of similar items” by minimum 1 No. quantity of tube bundle manufacturing and supply in any upstream or downstream industry involved in Crude oil production and processing or Petrochemical plants or Chemical process plants or Hydrocarbon gas processing and storage industry or Fertilizer plants or Power Plants during the last seven (7) years to be counted prior to tender original bid due date in India or Abroad. Bidder shall submit relevant PO copies with material specification, delivery notes, Inspection release notes and tax invoices.

\* Definition of similar items:

Vendor should have manufactured & supplied "HEAT EXCHANGERS with ASME Section VIII Div. 1 and TEMA Class- 'R' Codes".

AND

Vendor should have manufactured & supplied "HEAT EXCHANGERS having tube bundles with minimum Tubesheet OD of 700 mm and Tubesheet thickness of minimum 70 mm".

- Startup relaxation is not being extended due to the reason that the “tube bundles under procurement are of critical service nature for reliable operation of the refinery”,

### **2. Financial Criteria**

- a) The financial evaluation of the bidder shall be done based on average annual financial turnover during the last 3 years, ending 31st March of the previous financial year shall be as per the table below.

SN.	Description	Min. Value for Financial Evaluation of bid in INR
1	RFQ Item – 10	34,80,000
2	RFQ Item – 20	17,40,000
3	RFQ Item – 30	1,83,25,680

- b) If the bidder quotes for more than one material, then the cumulative financial criteria for those materials are to be met as per table above.  
 c) The bidder's financial **net worth** should be positive as per the latest audited balance sheet.  
 d) Bidder should have completed 3 financial years of existence as on the original due date of the tender since the date of commencement of business.

### **3. NOTE TO BIDDER:**

- i) JV/Consortium bids shall not be acceptable.
- ii) In the case of a subsidiary relying on technical experience of Parent Company or vice versa, a parental guarantee shall be submitted along with the bid undertaking the responsibility for successful completion of job. In such cases the bidder shall meet the necessary financial criteria's of BQC. Also, the bidder shall meet PPPMII criteria without any violation.
- iii) Job may have been awarded prior to 7 years of tender but it's completion must fall within 7 year from original bid due date of tender.
- iv) For the jobs which have been executed abroad, only basic value shall be considered for evaluation and the rate of conversion to INR shall be conversion rate applicable SBI TT selling rate on the date on which work order have been issued by Owner.

- v) Documentary proof in the form of Purchase Order / Contract copy and Client's certification in the form of Completion certificate or payment advice /slip/tax Invoice, for the value of work done as per BQC. Bidder should ensure uploading / submission of complete information / documents in the first instance itself at specified location in the e-tender/GEM portal. Qualification may be completed based on the details so furnished without seeking any subsequent additional information. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information. After the submission of bid, bidders are not allowed to change the price or substance of the bid.
- vi) So far as submission of documents is concerned with regard to qualification criteria, after submission of tender, only related short fall documents shall be asked for and considered. However, no new contract shall be considered to qualify the bidder.
- vii) Bidder must submit audited Balance sheets/Statement of Assets & Liabilities etc., Profit and loss account statement and Income Tax Return (ITR) for last three financial years viz. FYs 2023-24, 2022-23 & 2021-22. Financial Year shall be Year Ending 31st March or as followed by the bidder. Further, for bidders who have not finalized their books of account for the financial year 2023-24, evaluation of these criteria would be done for the latest three financial years ending 2022-23 for which books of account has been finalized and audited.
- viii) Copies of documents for meeting the bid qualification criteria (BQC), shall be duly verified with originals & attested by any one of the independent third-party inspection agency (TPIA), which are registered under "NABCB accredited bodies as per requirement of ISO/IEC17020/25 as Type A" in QCI's NABCB website as on the date of attestation. The link for the website is: [nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)

All charges for verification & attestation by TPIA shall be borne by the Bidders.

**Alternatively,**

Bidder at his, option need not provide TPIA verified documents along with bid. They need to provide only undertaking (as per Annex) giving assurance to submit TPIA verified documents in case they are successful L1 bidder. Refusal to submit the undertaking by bidder, shall make the bid liable for rejection.

- ix) If there is an already approved TPIA verified document for any other job, meeting qualification criteria for present job, and there are no changes in the document data, such verified documents can be submitted for qualifying the BQC without again verification and attestation from TPIA.

## **SPECIAL TERMS AND CONDITIONS**

1. Bids are invited in TWO PARTS BID viz PART- I and Part-II in separate envelopes:

  - PART # I should comprise of the Techno-Commercial offer which shall include all documents of tender, signed & stamped by vendor on all pages.

Vendor should submit Un-priced signed copy of RFQ. DO NOT indicate prices in Un-Price Bid. Bid(s) not conforming to this shall be liable for rejection.

Deviation: Technical & Commercial Deviations, if any, should be indicated in the commercial and technical deviation attached forms only. Deviation mentioned elsewhere shall not be taken into considered.

Taxes: Details of taxes applicable for the offer submitted by the vendor should be clearly mentioned and submitted with the Tender in attached format.

Prices quoted by the vendor in GEM portal should be inclusive of applicable GST, P&F and freight. In case vendor does not quote or is exempted from GST, reasons for the same should be clearly mentioned.

  - PART # II should comprise of the Priced Bid which should be with the prices filled strictly as per GEM portal format.
  - 2. Offer complete in all respect should be submitted on or before the BID DUE DATE. Vendor should strictly adhere to Bid Due Date.
  - 3. The quoted prices should be on “FOR BPCL Bina Refinery Site basis” only. Prices shall remain firm and fixed till the completion of contract.
  - 4. Validity of the offer: 120 days from Bid Due Date.
  - 5. Material should be dispatched from Suppliers works to BPCL, Bina Refinery site, on freight prepaid door delivery basis only. Quoted price at GEM portal should be inclusive of applicable freight charges.
  - 6. Evaluation of Offers: Price bid shall be opened only for BQC and Techno-commercially qualified bidders. Job/tender will be evaluated based on the Item Wise Landed Cost up to BPCL, Bina Refinery Site basis.
  - 7. Delivery Period: Delivery shall be within 10 months on FOR BPCL Bina Refinery basis from the date of placement of order.

Delivery should be made at following address:

Bharat Petroleum, Bina Refinery,  
Refinery Complex Post Bina Refinery Residential Complex  
Bina. District- Sagar 470124, MP. India.

  - 8. Payment Terms: 100% payment shall be made on 30<sup>th</sup> day after receipt and acceptance of material at BPCL, Bina Refinery site.
  - 9. Performance Bank Guarantee (PBG): Vendor shall provide Performance Bank Guarantee @ 5% of the total basic value of purchase order. This bank guarantee shall be valid (shall remain in force) for guarantee period plus 06 months claim period (as mentioned in the guarantee clause of GPC), In case, PBG is not provided by the Vendor, equivalent amount of PBG shall be retained in lieu of PBG, till the expiry of guarantee period plus 06 months claim period.

10. Price Reduction Schedule: In case of delay in execution of the order beyond the date of delivery as stipulated in the Order or any extension sanctioned. Owner accepts delayed delivery at prices reduced by a sum equivalent to Half Percent (1/2%) of the value of any goods not delivered for every week of delay, or part thereof limited to maximum of 5% of the total order value.

Note: GST at the prevailing rate on "Liquidated Damages", "Penalty" and "Price Reduction Schedule" as applicable shall be recovered extra from the CONTRACTOR/SUPPLIER on the amount of such Liquidated Damages levied as per the Contractual/PO terms.

11. Test certificate / Warranty certificate / Guarantee certificate / TPI report / IRN / interchangeability certificate (whichever is applicable) shall be supplied along with the material.

12. a) Materials third party inspection (TPIA) shall be in the scope of vendor. Materials shall be inspected by third party inspection agency before dispatch of materials. Arranging and providing inspection of materials / facilitation of inspection is entirely vendor's responsibility and in no way shall affect the delivery schedule. The vendor shall bear the expenses related to Third Party Inspection charges, and they are required to quote for the materials inclusive of third party inspection charges. Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions or quality assurance plan as provided by BPCL.

b) Materials shall be inspected by only BPCL approved 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](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)

13. Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

14. Job shall be awarded on item wise lowest quote basis. (Note: Quantity of individual item is divisible. MSE/MII preference shall be applicable as per government guidelines).

15. Please contact Mr. Rahul Pawar, (Commercial), rahulpawar001@bharatpetroleum.in or may be contact at 07580-226184 / +91 9754874563 in case any clarification is required.

16. All other terms & conditions which are not mentioned here shall be as per the General Purchase Conditions.

## BPCL GENERAL PURCHASE CONDITIONS (GPC)

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

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## GENERAL PURCHASE CONDITIONS

### **1. DEFINITIONS:**

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

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company/ Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/ agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications.
- 1.4. **GOODS/ MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE/ LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LIMITED desires to receive materials anywhere 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 License shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

### **3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

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

### **4. LANGUAGE:**

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

### **5. PRICE:**

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

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

### **6. TAXES AND DUTIES:**

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

## 6.1 GST:

- 6.1.1. GST extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.
- 6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.
- 6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST/ Cess should be quoted separately wherever applicable.

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

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

- 6.1.4. 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 noncompliance 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 inclusive in quoted rates or in form of % of basic quoted rates. 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 leivable 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 availment 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 (assesse);
- 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) Assesee'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. 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](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 otherwise 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 Vessel 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 authorized 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 Licenses, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be assistance for obtaining such export licenses would be available from India Supply Mission at Washington.

- 8.2 **AIRSHIPMENT:** In case of Air shipment, 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 on 30th 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 total 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 total 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 fs sent along w/IN original BG
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details.
  - i. Beneficiary's bank Name: ICICI Bank
  - ii. IFSC Code: ICIC0000393
  - iii. BPCL'S Customer ID.' BPCL583493800
- e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC. ICIC0000393)
- f. BG issuance advice should mention applicable Unique Identifier Code (UIC) in row/ field number 7037 of SFMS Delivery Report.
  - a. BPCL Location: Kharghar, Navi Mumbai
  - b. Head Office : Ballard Estate
  - c. UIC . BPCL583493800
- g. The Original BG should be submitted along with print out of SFMS Delivery report from thee 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 preservance upto the final point of destination.

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

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

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

- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

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

- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.

- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.

- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

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

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

- 15.1.13 Pipes shall be packed as under:

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

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

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

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

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

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

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

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

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

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

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

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

**BHARAT PETROLEUM CORPORATION LIMITED**

(With detailed address as given in Special Purchase Conditions)

From:

To: Bharat Petroleum Corporation Limited

(With detailed address as given in Special Purchase Conditions)

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

**NOTE:**

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

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

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

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

**16. DELIVERY:**

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

Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

**17. UNLOADING AND STACKING:**

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

**18. TRANSIT INSURANCE:**

Unless otherwise mentioned,

18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy only where risk/reward has been transferred to BPCL.

18.2 In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading/airway bill are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.

18.3. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

18.4. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of e-mail to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions and/or purchase order) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

**19. VALIDITY OF OFFER:**

The rates quoted against this tender shall be valid for a period of 120 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 contractors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.
- e. The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

BPCL

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VENDOR

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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 anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words) .....only.

AND the Bank hereby agrees with the Company that

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

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

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

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

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be otherwise 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:

## UNDERTAKING FOR LAND BORDER CLAUSE

### **Undertaking with respect to Compliance of Restrictions for Countries which shares land border with India – as stipulated by Gov. of India**

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

Date:

TENDER NO.

TITLE OF TENDER

To,

Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

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

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

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

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

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

Name and Signature of the Authorized Signator

**FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG.**

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

**Date:** \_\_\_\_\_

TENDER NO. : .....

TITLE OF TENDER: .....

To,  
Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or convicted of an offence –

- (a) under the Prevention of Corruption Act, 1988: or
- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

**(Signature and Stamp of the Bidder)**

**Bidder Name:**

Date :

**Address:**

## TECHNICAL DEVIATION FORM

Name of vendor:

### Schedule of Deviations in reference to BPCL SPECIFICATIONS

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

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

Vendor

Signature of the authorized signatory

**Name of the authorized  
signatory**

Stamp & Date

## **COMMERCIAL DEVIATION FORM**

Name of vendor:

### Schedule of Deviations in reference to COMMERCIAL TERMS AND CONDITIONS

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

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

### **VENDOR**

Signature of the authorized  
signatory

### **Name of the authorized signatory**

Stamp & Date

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC (LOCAL CONTENT)**

(Self-Declaration of local content by bidder Under “PPP MII” policy to be submitted on letter head)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED,

**Subject:**

**Tender No:**

Dear Sir,

We, M/s \_\_\_\_\_ (**Name of Bidder**) have submitted bid against aforesaid tender.

We have read and understood the Purchase Preference to Make In India Order/Policy attached with the tender document. Accordingly, we hereby confirm that our local content percentage for the tendered item is \_\_\_\_ %.

Details of the location(s) at which local value addition is made is/are given below:

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We confirm that the item(s) offered meets the LC requirement for ‘Class-I local supplier / Class-II local supplier’ as mentioned in the ‘PPP MII Order/Policy’ and the ‘notification(s) published by respective Nodal ministry’ on the website <https://dpiit.gov.in/public-procurements>.

We further confirm that in case we fail to meet the above mentioned local content, BPCL will take action as per provisions of tender document/ PPPMII Order/Policy.

**Place:**

**Date:**

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

**Name:**

**Designation:**

**Seal:**

**UNDERTAKING FOR APPLICABILITY OF POLICY**

To,

M/s Bharat Petroleum Corporation Ltd

Subject:

Tender No:

Dear Sir / Madam,

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:

(Tick whichever is applicable as below)

Description	Preference
Purchase Preference (linked with local content) as per PPP MII Policy or	<input type="checkbox"/>
Purchase Preference under Public Procurement Policy for MSE	<input type="checkbox"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PPP MII policy as well as under MSE 2012, then the bidder should categorically seek benefits against **only one of the two policies** i.e. either PPP MII or MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PPP MII, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidders.
- (v) The option once exercised cannot be modified subsequently.

**[Seal and Signature of Authorized Signatory]**

Name:

Seal:

Designation:

Date:

**ANNEXURE-II****PROVISIONS FOR MICRO & SMALL ENTERPRISES UNDER (PPP), 2012**

- i) Purchase Preference shall be as per clause no. 34 of GPC.
- ii) In RFQ/Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.  
Above preference to MSEs shall not be applicable to MRs where Site work is also included in the scope.
- iii) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- iv) In case an item can't be split equally among all the MSE bidders, who have accepted to take order for partial quantity as above, preference shall be given to MSE whose evaluated prices are near to L1 bidder prices.
- v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the MSE bidder shall submit the following:
  - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or MSEs who are having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vi) Being NSIC registrant, bidder shall not be exempted from submission of Contract Performance Bank Guarantee (CPBG), as per Govt. guidelines published through Public Procurement Policy (PPP), 2012. However, MSE bidders are exempted from payment of EMD.
- vii) The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law or duly notarized by any Notary Public in the bidder's country.
- viii) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

**Subject : Verification of MSE Registration certificate by Chartered Accountant**

Bidders who are Micro & Small Enterprises (MSEs), MSEs owned by SC/ST and MSEs owned by Women Entrepreneurs are allowed Purchase Preference as per the government guidelines / instructions in force from time to time.

Currently as per the public procurement policy for MSEs (MSME Order 2012), participating MSE vendors quoting price within the band of L1+15% in tenders are allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than MSE. Orders are placed on such MSEs, to supply atleast 25% of total tendered value. Further out of the 25% order earmarked for MSE vendors who match L1 price, a minimum of 3% to be reserved for "Women owned MSEs" and 4% to be reserved for "MSEs owned by SC/ST Entrepreneurs".

MSE bidders are also exempted from submission of EMD and tender related fees.

To be eligible for the privileges as mentioned above, MSE vendors are required to submit MSE Registration Certificate issued by the NSIC or any of the authorities specified under the Public Procurement Policy for MSEs.

Office of the Development Commissioner (Ministry of MSME) has recently issued a clarification stating that MSE Registration on the UAM portal is done by the firms on the basis of self-declaration. Ministry of MSME does not carry out verification of the information uploaded by the MSE. Therefore, it is the responsibility of concerned CPSE to verify/ascertain the veracity of the claim of any MSE regarding any particular enterprise satisfying the criterion of the Investment limits as mentioned in the MSMED Act, 2006 before giving any benefit under Public Procurement Policy. Further they have clarified that CA certificate issued by Chartered Accountants may be accepted as supporting document for verification of the MSE Registration Certificate during the tender evaluation process.

Thus in the process of verification of original documents required for Bid Qualification Criteria, MSE certificate forms an extremely important document that needs to be verified since it leads to passing of benefits like EMD exemption and extending Purchase Preference to the party.

In view of the above, all bidders quoting as MSE would be required to submit CA certificate along with MSE Registration Certificate/document (**not applicable in case of NSIC**) to avail the benefits under Public Procurement Policy as per MSMED Act 2006 / Public Procurement Policy Order 2012. The CA certificate should be dated after the date of floating of tender and

shall be specific to the tender for which bid is being submitted. Format of the CA certificate is attached for reference (Annexure – A).

Further above mentioned CA certification process need not be done in case vendor submits valid NSIC (National Small Industries Corporation) Certificate, since same is issued after due inspection.

Bidder shall have to submit copy of MSE Registration certificate along with CA certificate. In case CA certificate is not submitted, bid of the vendor shall be rejected at EMD stage (for open tenders).

## Annexure : A

Date: \_\_\_\_\_

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

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

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

#### **In case applicable:**

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

#### **In case applicable:**

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

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

**Taxes: Bidder to mandatorily provide below details/confirmation for the submitted offer.**

1	Confirm that quoted rates in GEM portal is inclusive of GST.	
2	% rate of GST.	
3	HSN Code for items quoted in bid.	

Signature of the Authorized Signatory