ENQUIRY DOCUMENT - TENDER

(Document No : B895-TENDER_DOC-B895-999-85-41-EP-T-9802)

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BIDDING DOCUMENT

FOR

SETTING UP OF LAB & ASSOCIATED SERVICES

(BIDDING DOCUMENT NO.: SS/B895-999-EP-T-9802/1016)

PROJECT: POLYPROPYLENE PROJECT-KOCHI REFINERY OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)

PREPARED & ISSUED BY:

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)

ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

PART-I OF III : COMMERCIAL PART

PART-II OF III : PRICED PART

PART-III OF III: TECHNICAL PART

BIDDING DOCUMENT

FOR

SETTING UP OF LAB & ASSOCIATED SERVICES

(BIDDING DOCUMENT NO.: SS/B895-999-EP-T-9802/1016)

PROJECT: POLYPROPYLENE PROJECT-KOCHI REFINERY OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)

PART-I OF III : COMMERCIAL PART

PART – I – COMMERCIAL

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d)	ANNEXURE-D: FORMAT FOR UNDERTAKING FROM BIDDER
e)	ANNEXURE-E: FORMAT FOR UNDERTAKING FROM TPIA
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3.	INSTRUCTION TO BIDDERS (ITB)
a)	APPENDIX I: COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA
b)	APPENDIX II: PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII)
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f)	APPENDIX V: POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL
g)	APPENDIX VI: DELETED
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j)	APPENDIX IX: CONFLICT OF INTERES.
k)	APPENDIX X: SITE VISIT BY FOREIGN NATIONALS
4.	BID DATA SHEET (BDS)
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7.	SPECIAL CONDITIONS OF CONTRACT (SCC)
8.	ANNEXURES TO SCC
a)	ANNEXURE – I: TIME FOR COMPLETION (WORK FRONT AVAILABILITY)

PART – I – COMMERCIAL

S. NO.	DESCRIPTION
b)	Annexure – II: LOADING AND PENALTY
c)	Annexure – III: CONSTRUCTIONS SUB-CONTRACTOR'S APPROVAL
d)	Annexure – IV: QUALIFICATION AND EXPERIENCE OF KEY SUPERVISORY CONSTRUCTION PERSONNEL
e)	Annexure – V: PROJECT EXECUTION PLAN
f)	Annexure – VI: LIST OF MAJOR TAGGED/CRITICAL EQUIPMENTS
g)	Annexure – VII: LIST OF FREE ISSUE MATERIAL
h)	Annexure – VIII: MECHANICAL COMPLETION, PRE-COMMISSIONING & COMMISSIONING
i)	Annexure – IX: WORK DURING MONSOON
j)	Annexure – X: TERMS OF PAYMENT
k)	Annexure – XI: HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
l)	Annexure – XII: LAND, POWER, WATER AND OTHER FACILITIES
m)	Annexure – XIII: QUALITY ASSURANCE SYSTEM
n)	Annexure – XIV: ENERGY POLICY
o)	Annexure – XV: LABOUR COMPLIANCES AT PROJECT SITE
p)	Annexure-XVI: SOCIAL MEDIA POLICY
q)	Annexure-XVII: INSURANCE POLICY
r)	Annexure-XVIII: WORK PERMIT SYSTEM OISD-STD 105
s)	Annexure-XIX: PRICE REDUCTION FOR SLIPPAGE IN COMPLETION & PRICE REDUCTION/ADJUSTMENT FOR DELAY IN ACHIEVING INTERMEDIATE MAJOR MILESTONES
t)	Annexure-XX: LIST OF BANKS FOR SUBMISSION OF BANK GUARANTEE
u)	Annexure-XXI: ADVISORY GUIDELINES ON ENVIRONMENTAL CRITERIA
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w)	Annexure-XXIII: BOILER SUIT FOR CONTRACT WORKMEN
x)	Annexure-XXIV: TAXES & DUTIES
y)	Annexure-XXV: TERMS & CONDITIONS FOR POST WARRANTY ANNUAL MAINTENANCE CONTRACT
z)	Annexure-XXVI: MARINE INSURANCE POLICY
aa)	Annexure-XXVII: CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

PART – I – COMMERCIAL

S. NO.	DESCRIPTION
bb)	Annexure-XXVIII: CONTRACTORS PERFORMANCE EVALUATION
cc)	Annexure-XXIX: DELETED
dd)	Annexure-XXX: DELETED
ee)	Annexure-XXXI: PROCUREMENT OF TMT BARS, CEMENT AND STRUCTURAL STEEL
ff)	Annexure-XXXII: DELETED

PART – II – PRICE PART

SR. NO.	DESCRIPTION
1.	PREAMBLE TO SCHEDULE OF RATES
2.	SCHEDULE OF RATES

PART – III – TECHNICAL PART

SR. NO.	DESCRIPTION
1.	TECHNICAL SECTION

DOMESTIC NOTICE FOR INVITATION FOR BIDS (IFB)
FOR
SETTING UP OF LAB & ASSOCIATED SERVICES
FOR
POLYPROPYLENE PROJECT-KOCHI REFINERY OF
M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)
(DOMESTIC COMPETITIVE BIDDING)
(BIDDING DOCUMENT NO.: SS/B895-999-EP-T-9802/1016)

1. INTRODUCTION:

1.1. Bharat Petroleum Corporation Ltd. (BPCL) - Kochi Refinery, located at Ambalamugal, Kochi, Kerala, India (hereinafter referred to as "BPCL-KR"), plans to set up Polypropylene unit and its associated facilities for production of various grades of Homo Polypropylene, based on 400 KTPA of Polymer grade Propylene. The facilities are proposed to be located within Refinery and on the newly acquired land adjacent to the existing refinery. It is envisaged to fully integrate the new facilities with the refinery.

The Polypropylene project consists of 2 licensed process units (PP and PFCCU Revamp), associated facilities Utilities & Offsite, ASRS, truck loading and infrastructure facilities. The licensed process units are:

a) Polypropylene Unit (PP) : 400 KTPA capacity
b) PFCCU Revamp (PFCCU) : 275 TPH to 344 TPH capacity.

1.2. BPCL has appointed Engineers India Limited as the PMC/EPCM Consultant for the entire project.

1.3. EIL, on behalf of BPCL, Kochi Refinery invite e-Bids for **"SETTING UP OF LAB & ASSOCIATED SERVICES"** under **single stage two bid system** from competent contractors, with sound technical and financial capabilities meeting the Qualification Criteria stated in clause no. 3 below.

2. BRIEF SCOPE OF WORK:

Bidder's scope of work shall include Project management, detailed design & engineering, procurement including supply, construction, fabrication, erection, transportation, installation, mechanical completion, testing, pre-commissioning, commissioning, performance guarantee and performance testing of relevant equipment's (including different type of analysers, Gas chromatographs, Spectrophotometers, detectors) on LSTK basis for Lab facility at BPCL Kochi Refinery.

The scope of work also includes Building works for QC Lab & Sub-station (including HVAC, Lifts, Electrical works & others associated Works)

Bidder to refer the Technical Section of the Bidding Document for complete details of Scope of Works.

3. BIDDER QUALIFICATION CRITERIA (BQC):

Bidder shall fulfil the following qualification criteria in order to qualify for this work:

3.1. BIDDER QUALIFICATION CRITERIA (BQC) -TECHNICAL:

3.1.1 Bidder shall have experience of having completed at least 1 (one) laboratory (Grass Root/Revamp) project for a petroleum Refinery/ Petrochemical/ Fertilizer/ Polymer/ Gas processing plant/ Chemical industries/ Offshore platforms in last Fifteen (15) years, reckoned from the last day of the month previous to the one in which the enquiry was issued.

3.1.2 Bidder shall have experience in the field of design and engineering of laboratory services, equipment/ instrument supply and installation/ commissioning of laboratory equipment of atleast 1 (one) laboratory (as specified in clause 3.1.1) with requisite quantity of Instruments as indicated below:

S. No.	Required Type of Analyser	Quantity for Qualification
1.	Gas Chromatograph	Minimum 4 nos.
2.	Analysers (Dew point / moisture / oxygen)	Minimum 1 nos.
3.	Spectrophotometer / XRF	Minimum 1 no.

I. Design and engineering services of the laboratory (as specified in 3.1.1) carried out by the bidder shall include activities like preparation of equipment layout considering laboratory ventilator system, fume hood system, distribution of laboratory utility lines and gas manifold system.

3.1.3 A job completed by a bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BQC (as stated in 3.1.1 & 3.1.2 above), provided the appointment of sub-contractor was authorized. All the works referred in above paragraph 3.1.1 & 3.1.2 should have been completed in the last Fifteen (15) years, reckoned from the last day of the month previous to the one in which the enquiry was issued.

3.1.4 Bids are also acceptable from Bidder, who does not meet the criteria as per clause 3.1.1 & 3.1.2, but submits the bid on the basis of experience of Foreign based another Supporting Company*, then the bidder can still be qualified provided:

(i) The supporting company on its own, meets the criteria as per clause 3.1.1 & 3.1.2 above and should not rely on any other company or through any arrangement like technical collaboration agreement.

(ii) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose a scope division matrix for this job, along with the bid.

* Supporting Company: A Company who hold more than fifty-one (51) percent of the paid-up share capital of the bidding company or vice versa.

(iii) The Bidder shall furnish along with his bid, letter from the Foreign Principal OR the Group Company OR the Holding Company (as applicable), identifying the scope division matrix for this project in line with clause no. 3.1.4. (i) above.

(iv) Principal or the Group Company or the Holding Company shall furnish a "Corporate Guarantee" from an authorized signatory committing their continued support to the Bidder, till defect liability period, to ensure that Buyer's interests are protected

3.1.5 Bidder should also have experience of Construction of any buildings involving frame structures in RCC/Steel.

3.1.6 In case the bidder meets the criteria at 3.1.1 to 3.1.4 above does not meets the criteria at 3.1.5 above, bidder shall be considered acceptable, provided the bidder engages a Construction Sub-contractor who meets the criteria at 3.1.5 above.

1. For experience of Construction Sub-contractor based on Composite Works: In case Bidder has executed and completed Composite Works which includes the qualifying work(s) stated in 3.1.5 above, then Composite Works shall be considered for the purpose of qualification.

2. For experience of Construction Sub-Contractor based on EPC/LSTK works: In case bidder has executed EPC/LSTK/ multidisciplinary works which includes the Qualifying work(s) as stated in 3.1.5 above, then such EPC/LSTK/multi-disciplinary works shall be considered for the purpose of qualification.

3.1.7 A job executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting the Bidders Qualification Criteria (BQC) of the enquiry document. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company shall be considered as experience for the purpose of meeting BQC, subject to submission of documents.

3.1.8 Memorandum of understanding (MOU)/ Agreement between Bidder and Construction Subcontractor to be signed and provided for executing the Composite Works (including Building Construction, HVAC works & other necessary works required to complete the Lab building) required for Setting up of Laboratory & Associated Services and other items as defined in tender elsewhere, as applicable which shall be binding on the bidder and not to be changed thereafter and shall remain in force till the pendency of the Contract.

The proposed Package sub-contractor shall be identified by the bidder at the bidding stage which shall be subject to acceptance by Owner/Consultant.

MOU with not more than two Sub-contractors is permitted.

The bidder, along with the bid, shall submit Memorandum of Understanding (MoU) / Partnership Agreement along with responsibility Matrix with the Construction Sub-contractor for all Construction works at site (either the same subcontractor who was engaged in the reference job or any other subcontractor meeting the Site execution requirements) for executing the Construction part of the tender which shall be binding on the bidder and is not to be changed thereafter and shall remain in force till the pendency of the Contract.

The MOU / Partnership Agreement along with responsibility Matrix shall be converted into definite contract agreement between successful bidder & Construction Sub-contractor after award of job and before signing of contract with BPCL which shall be done within 15 days from the date of award to Contractor and this agreement must remain in force till the pendency of the Contract

3.1.9 The above clauses shall be read in conjunction.

Note: All the works referred in the above paragraph 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7 & 3.1.8 should have been completed in the last Fifteen (15) years reckoned from the last day of the month previous to the one in which the enquiry was issued.

3.2. DOCUMENTS REQUIRED WITH BID FOR LABORATORY PACKAGE

3.2.1 Bidder shall duly complete and submit the Experience Record Pro-forma (ERP) attached as **Annexure-I to IFB** to establish that the bidder meets the Bidder Qualification Criteria as per clause no. 3.1 of this document.

Where bidder was main contractor:

a. Copy of Purchase order or work order or letter of intent issued by owner/ end user / Project Management Consultant (PMC) and copy of the relevant pages of the contract documents indicating the following:

   (i) Date of award of contract.

   (ii) Scope of Work in support of activities listed in Clause 3.1.2 (including Schedule of rates (SOR) / Bill of Material (BOM)), wherever required for establishing scope of work.

b. Documents to substantiate design and Engineering like equipment layout, distribution drawings.

c. Document indicating completion of the project i.e. Completion Certificate from Owner / End User / Project Management consultant (PMC) / site MOM / SAT Report.

3.2.2 Where bidder was a sub-contractor,

a. Documentary evidence / Certificate by Owner/ End User/ Project Management Consultant (PMC) with regards to approval of Bidder / engaging Bidder/ execution by the Bidder as a Sub-Contractor to the main contractor.

b. Copy of Work order or Purchase Order or Letter of Intent issued by main contractor and copy of the relevant pages of the contract documents (including Schedule of Rates (SOR) / Bill of Material (BOM), wherever required for establishing scope of work) indicating the following:

   (i) Date of award of work order or Purchase Order or Letter of Intent.

   (ii) Scope of Work in support of activities listed in clause no. 3.1.2

c. Documents to substantiate design and Engineering like equipment layout, distribution drawings.

d. Documents indicating completion of the Project/ work i.e. Certificate from Owner/ End User/ Project Management Consultant (PMC) / Main Contractor with completion date, final payment proof. If Work Order/ Completion Certificate does not indicate all the requirements of qualification criteria, then bidder shall either submit a Certificate to this effect from the Owner/ End User/ Project Management Consultant (PMC)/ Main contractor or furnish the bills (certified by the Owner/ End User/ Project Management Consultant (PMC) / Main Contractor) indicating work done, and as built or construction drawings certified by the owner/ End User/ Project Management Consultant (PMC)/ Main Contractor.

If certificates are issued from Main Contractor, the same shall be supported with certificate issued by Owner/ End User/ Project Management consultant (PMC) to Main Contractor.

3.2.3 Memorandum of understanding (MOU) / Partnership Agreement along with responsibility Matrix between Bidder and Package Sub-contractor for Site Construction works part of the tender, as applicable which shall be binding on the bidder and not to be changed thereafter and shall remain in force till the pendency of the Contract.

3.2.4 Documents required for qualification of Construction Contractor (As per Clause 3.1.5),

Where Construction Contractor was main contractor :

a. Copy of Purchase order or work order or letter of intent issued by owner/ end user / Project Management Consultant (PMC) and copy of the relevant pages of the contract documents indicating the following:

(i) Date of award of contract.

(ii) Scope of Work in support of activities listed in Clause 3.1.2 (including Schedule of rates (SOR) / Bill of Material (BOM)), wherever required for establishing scope of work

b. Document indicating completion of the project i.e. Completion Certificate from Owner / End User / Project Management consultant (PMC).

Where Construction Contractor was sub-contractor:

a. Documentary evidence / Certificate by Owner/ End User/ Project Management Consultant (PMC)/ Main Contractor with regards to approval of sub-contractor/ execution by the Construction Contractor as a Sub-Contractor to the main contractor.

b. Copy of Work order or Purchase Order or Letter of Intent issued by main contractor and copy of the relevant pages of the contract documents (including Schedule of Rates (SOR) / Bill of Material (BOM), wherever required for establishing scope of work) indicating the following:

(i) Date of award of work order or Purchase Order or Letter of Intent.

(ii) Scope of Work in support of activities listed in clause no. 3.1.2

c. Documents indicating completion of the Project/ work i.e. Certificate from Owner/ End User/ Project Management Consultant (PMC) / Main Contractor with completion date, final payment proof. If Work Order/ Completion Certificate does not indicate all the requirements of qualification criteria, then bidder shall either submit a Certificate to this effect from the Owner/ End User/ Project Management Consultant (PMC)/ Main contractor or furnish the bills (certified by the Owner/ End User/ Project Management Consultant (PMC) / Main Contractor) indicating work done, and as built or construction drawings certified by the owner/ End User/ Project Management Consultant (PMC)/ Main Contractor. If certificates are issued from Main Contractor, the same shall be supported with certificate issued by Owner/ End User/ Project Management consultant (PMC) to Main Contractor.

3.3. EXPERIENCE CRITERIA (COMMERCIAL):

3.3.1 The Bidder should have completed at least one or two or three Contracts of **"Similar Works"** having minimum value(s) as indicated below during last **15 (Fifteen) years, reckoned from the last day of the month previous to the one in which enquiry was issued**

a. One contract of value of Similar work not less than INR 60,95,50,000/-

OR

b. Two contracts each having value of Similar work not less than INR 48,76,40,000/-

OR

c. Three Contracts each having value of Similar work not less than INR 36,57,30,000/-

"Similar works" shall mean:

"Any Work in an Industrial Plant or in Hydrocarbon / Fertilizer Sector".

AND

3.3.2 The Bidder should have completed at least one or two or three Contracts of **"Similar Works"**, having minimum value(s) as indicated below during last **15 (Fifteen) years, reckoned from the last day of the month previous to the one in which enquiry was issued.**

a. One contract of value of Similar work not less than INR 41,44,94,000/-

OR

b. Two contracts each having value of Similar work not less than INR 33,15,96,000/-

OR

c. Three Contracts each having value of Similar work not less than INR 24,86,97,000/-

"Similar Work" shall be those references which are qualified under 3.1.1 above.

3.3.3 **For experience based on Composite Works:** In case Bidder has executed and completed Composite Works which includes the qualifying work(s) stated as above, then value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification. (Applicable for 3.3.2 above).

3.3.4 **For experience based on EPC/LSTK works:** In case bidder has executed EPC/LSTK/ multidisciplinary works which includes the Qualifying work(s) as per the definition of "Similar work", then the value of such qualifying work(s) out of the total value of EPC/LSTK/multi-disciplinary works shall be considered for the purpose of evaluation. (As applicable for 3.3.2 above)

3.3.5 **Bidder's past experience as Consortium/ Unincorporated Joint Venture (JV):**

While evaluating the Bids, Bidder's past experience as a leader or member of a Consortium/ Unincorporated Joint Venture (JV) shall be considered acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the subject BQC under evaluation.

In case, the PTR of Consortium/ Unincorporated Joint Venture (JV) experience submitted by the Bidder meets the similar work without indicating the division of scope of work in terms of specific activities and associated value of work between the Consortium/ Unincorporated Joint Venture (JV) members, but only the division of scope in terms of percentage share is indicated, in such case the completed value shall be arrived at after considering percentage share of each member, for the purpose of BQC evaluation.

3.3.6 **Experience of Bidder as a Sub-Contractor:**

A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC, provided the appointment of sub-contractor was authorized and subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":

(a) **Documentary evidence/Certificate by the end-User/Owner/PMC**, with regards to approval of Bidder / engaging bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor.

(b) **Work order and Completion Certificates indicating the value of works and date of completion** issued by Main Contractor (including SOR, wherever required for establishing scope of work).

3.3.7 Experience of only the Bidding entity shall be considered**.**

3.3.8 Bids from wholly/ Partially Owned subsidiary relying on Parent's Company experience shall not be accepted**.**

3.3.9 The bidder may provide separate references to individually fulfil the BQC requirements listed under Clauses 3.3.1 and 3.3.2**.**

3.3.10 **Experience of Own Projects**

A job executed by a Bidder for its own plant/projects shall not be considered as experience for the purpose of meeting the Qualification Criteria of the Enquiry document.

However, **Jobs executed for Subsidiary/ Fellow subsidiary / Holding company shall be considered as experience for the purpose of meeting BQC, subject to submission of additional document**

towards "tax paid invoice(s) duly certified by Statutory Auditor of the Bidder or consolidated statement issued by Statutory Auditor of the Bidder towards payments of statutory tax" in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company.

In case referred Project falls under "No Tax Area" (like SEZ), Bidder can submit certificate from their Statutory Auditor to this effect in place of Tax paid invoice.

Chartered Accountant (CA) (in place of Statutory Auditor) is acceptable where audited accounts are not mandatory as per law for latest financial year. Also, CA shall not be an employee/ Director and not having any interest in the Bidder's company/Firm.

3.3.11 In case, two separate Bidders submit reference of same work (wherein one was Main Contractor and the other was Sub-Contractor) for meeting Experience criteria as per Cl. 3.3.1 and/or 3.3.2 above, both Bidders' experience shall be considered for qualification subject to Bidder's meeting other qualification requirements.

3.3.12 The annual inflation in the value of contract executed by the bidder under the past experience shall not be considered.

3.3.13 In case a Bidder submits PTR having job awarded for multiple Parts in single Work Order having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject BQC value-wise and with respect to Similar Work, the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User/PMC for that/those Part(s).

However, where multiple-Parts work is awarded under different Work Order(s) having different Work Order reference number(s) with the same Enquiry Document No., cumulative value of such completed Work Orders meeting definition of Similar Work, as submitted, shall be considered for the purpose of BQC Evaluation.

3.3.14 **Taxes & Duties in Bid Qualification Criteria (Experience)**

The executed Contract Price as per the Completion Certificate shall be considered for meeting value based Experience Criteria of BQC.

However, if the completion certificate also indicates details of taxes & duties, then these values of taxes & duties shall be excluded for evaluation.

3.3.15 **CURRENCY CONVERSION FOR EVALUATION OF BQC**

In case currency indicated in the BQC related document (work order/completion certificate etc.) submitted by Bidder towards qualification of value based experience criteria is other than in Indian Currency, the value of work shall be derived to Indian Currency considering "**RBI Reference Rate"** as on the **date of award of work**.

In case, the RBI Reference rate is not available as on the date of conversion as specified above for respective cases, the currency conversion rate shall be SBI TT (Telegraphic Transfer). Further in absence of SBI TT (Telegraphic Transfer), the conversion Rate shall be taken from the Internet, such as:

https://www.xe.com/currencyconverter,

https://www.oanda.com/currency/converter,

https://economictimes.indiatimes.com/markets/forex/currency-converter

3.4. FINANCIAL CRITERIA:

3.4.1. ANNUAL TURNOVER:

Bidder must have average annual financial turnover during the immediately preceding 3 (Three) financial years, ending 31st March /31st December, not less than **INR 36,57,30,000/-(Indian Rupees Thirty Six Crore Fifty Seven Lakh Thirty Thousand only).**

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

3.4.2. NET-WORTH:

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

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

Reserves to be considered for the purpose of net-worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
*Share Application Money pending allotment will be considered only in respect of share to be allotted.

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

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

3.4.4. Financial BQC parameters shall be calculated after giving effect to the impact of quantified and qualified opinion (if any) giving in the Statutory Auditor's Report.

3.5. DOCUMENTATION AND DATA REQUIRED WITH THE BID:

The documents to be furnished should include the following:

3.5.1. For BQC (Technical) clause no. 3.1, documents are mentioned in clause 3.2 above.

3.5.2. For Experience Criteria as per clause no. 3.3 above:

a) The bidder shall, in his own interest, furnish complete documentary evidence to justify that the bidder meets the Qualification Criteria.

b) Bidder shall complete and submit the DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION CRITERIA (Form-C of Bidding Forms), PAST EXPERIENCE IN SUPPORT OF BQC (FORM-D of Bidding Forms) provided under the Proposal Form of the Bidding Document (Along with supporting documents mentioned) to establish that the bidder meets the BQC.

c) Bidder shall submit the following documents in order to meet the Experience Criteria of BQC:

i) Work Order

ii) Completion Certificate (s) (having correlation with Work Order). The completion certificate shall have details like Work Order No./ date/ brief scope of work, ordered & executed value of the job/ completion date etc.

iii) Any other relevant documents, if required, to substantiate the executed value of Similar Work and to establish the Similar Work as defined in IFB, co-relating the work order and/or Completion certificate, including but not limited to the certificate from Owner/End User/PMC, invoice/final bill, SOR, Payment Terms etc. (as applicable).

d) **Documents to be submitted by Bidder in case of experience based on EPC/LSTK works**: In case of experience based on EPC/LSTK work, in the event the qualifying requirement of "similar work"

cannot be ascertained from the work order/ completion certificate submitted by bidder, Copy of relevant pages of Contract or Copy of relevant pages of final bill certified by Owner/Consultant or letter from their Owner/Consultant specifying the executed value(s) of similar work can be submitted for qualification to establish the value of similar work.

However, if the above document could not establish the value of similar work, Billing Schedule/ Billing Break-up approved by Owner/ Consultant can also be considered for establishing the value of similar work.

3.5.3. For Financial Criteria as per clause no. 3.4 above:

(i) Documentary evidence in the form of certified Audited Financial Statement (which includes 'Balance Sheet' and 'Profit & Loss Account' along-with the all schedules, Notes referred to therein and the Auditor's report) of relevant periods or a certificate from the Practicing Chartered Accountant in case audit is not mandatory indicating the turnover details for the relevant period shall be uploaded with the bid.

(ii) Bidder shall ensure that the certificate/reports issued/attested by practicing Chartered Accountant (CA)/Statutory Auditor in India shall contain **Unique Document Identification Number (UDIN)** of the CA, without which these Certificates/ reports shall not be considered for evaluation.
However, this requirement of including UDIN shall not be applicable for certificate/reports issued/attested by a CA practicing in foreign country.

(iii) Financial BQC parameters shall be calculated after giving effect to the impact of quantified and qualified opinion (if any) giving in the Statutory Auditor's Report.

(iv) In case the financial year closing date is within 6 months of original bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. In case the financial year closing date is within 6 – 9 months of original bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements. In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years. Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

(v) Any shortfall information/ document on Audited Annual Reports/ Financial Statements of the Company, audited and issued on or before the final bid due date can be sought thru CQs but bidder shall not be allowed to submit the Financial Statements of the Company audited & issued after the final bid due date and time (including extended bid due date). Accordingly, Financial Statements of the Company audited & issued post final bid due date and time shall not be considered for evaluation.

3.6. VERIFICATION OF BQC DOCUMENTS:

Submission of authentic documents is the prime responsibility of the bidder. Moreover, the bidder's organization is responsible for any and all actions of their employees and any claims seeking to pin point the blame on some employee of bidder and attempting to absolve the bidder's organization will not be entertained. Wherever BPCL / EIL has concern or apprehensions regarding the Authenticity / Correctness of any document, BPCL / EIL reserve the right to get the documents cross-verified from the document issuing authority.

All documents furnished by the Bidder in support of meeting the BQC including the documents against MSE, if any (As applicable) shall be signed and stamped by the bid signatory.

Undertaking by bidders towards submission of TPIA verified documents to be submitted during submission of bid.

A separate undertaking to be submitted by all bidders towards submission of TPIA verified documents participating through open tenders as per the format attached as **Annexure-C to IFB**. Bidder(s) need not provide TPIA verified documents along with bid. They need to provide only undertaking as per format (Refer **Annexure-C to IFB**) giving assurance to submit TPIA verified documents in case they are successful bidder.
Refusal to submit the undertaking by the bidder to be considered as one of the rejection criteria for bid evaluation.

Verification of documents of successful bidder:

Once the price bids are opened, the successful bidder shall be notified to submit TPIA verified documents within 5 days time along with self-undertaking as per **Annexure-D to IFB** and TPIA's undertaking as per **Annexure-E to IFB**. If successful bidder fails to submit TPIA documents, then necessary action to be initiated as per guidelines.

All Copies of BQC supporting documents to be submitted by successful bidder for this tender should be duly verified with originals & attested by TPIA which is 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 is as below:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.phpany

Note:

i) In case of Work Order / Purchase Order issued by BPCL, certification by TPIA is not mandatory.

ii) Cost of TPIA certification shall be borne by the bidder.

iii) If the above supporting documents 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 or Indian Embassy in their country or bidder's Embassy in India or any translator in India recognized / authorized by bidder's Embassy.

3.7. Failure to meet the above Qualifying Criteria at Clauses **3.1, 3.3 and 3.4** above will render the bid to be summarily rejected.

3.8. Bidders serving holiday listing order (valid as on final bid submission due date) issued by BPCL/MOP&NG/EIL would not get qualified in this Tender. A declaration shall be submitted by bidder indicating that they are not on Holiday List anywhere in the country by BPCL/MOP&NG/EIL as on final Bid submission Due Date. Offers not accompanied with such declaration shall make the bidders liable for rejection. Any wrong declaration in this context shall make the bidders liable for action under the holiday listing procedure.

3.9. Bidder shall furnish documentary evidence as per the documentation requirement specified in Clause **3.** above, in the first instance itself, in support of their fulfilling the qualification criteria. EIL reserve the right to complete the evaluation based on the details furnished without seeking any additional information.

3.10. For cases involving Bidder Qualification Criteria, only such past experience(s) shall be considered for qualification, details of which are provided in the Bid by the Bidder and/or out of the list of Similar Work experiences specified in the Bid (with or without submitting relevant qualification documents), and subsequently no additional past experience (PTR) which is not referred at all in the Bid in specific location, shall be permitted to be submitted by the Bidder and the Bid shall be evaluated in the following manner:

a) In case, a Bidder does not meet the BQC based on experience documents (copy of work order, completion certificate, performance certificate etc. as more specifically mentioned in the BQC)

submitted by the Bidder in support of meeting the BQC, Bids shall be rejected in case of "No Deviation Bid" without issuing TQs/CQs. However, in case CQs/ TQs are issued, Bidders can be allowed to submit additional documents for any of the work out of the past experience(s) (PTR) list already submitted along with the Bid, to support their meeting the BQC.

b) No additional past experience(s) (PTR) (not specified in the list already provided by the Bidder in their Bid) shall be considered from the Bidders, since this would amount to substantive change in the Bid.

3.11. Bidder shall submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference (Customer Name / email address / contact details) of end user(s). Owner shall have the right to obtain feedback directly from any or all end user(s) about performance of the bidder.

3.12. **Bidders are required to sign and submit the scanned copy of Integrity Pact along with their bid. Format of INTEGRITY PACT is attached as FORM-F of BIDDING FORMS.**

3.13. Bidder shall not be under insolvency, liquidation, court receivership or similar proceedings. Bidder shall submit a self-certificate stating that they are not under insolvency, liquidation, court receivership or similar proceedings. Failure to do so or if the bidder is under insolvency, liquidation, court receivership or similar proceedings, their bids shall not be considered.

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

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

4. TIME SCHEDULE FOR COMPLETION:

Time period shall be **14 Months from the date of LOA.**

5. THE SALIENT FEATURES OF THE BIDDING/RFQ DOCUMENT ARE AS FOLLOWS:

5.1. SALIENT FEATURES:

a)	Type of Enquiry	:	**DOMESTIC COMPETITIVE BIDDING**
b)	Bidding Document availability on Website	:	**17.03.2026 to 15.04.2026**
c)	Last date for submission of pre-bid queries	:	30.03.2026
d)	Date for Site Visit	:	27.03.2026
e)	Date / Time of Pre-Bid Meeting #	:	**30.03.2026 at 1100 HRS (IST)**
f)	Link for Pre-Bid Meeting (Online)	:	**Pre-Bid Meeting shall be carried out through Online Mode [Microsoft Teams platform] as per below details.** Microsoft Teams Meeting link shall be as below: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTNmN2EwY2YtYmFmZi00MDdmLTllN2ItNTA3NGQzYTg0Y2Rl%40thread.v2/0?context=%7b%22Tid%22%3a%226d8d019c-084b-4eb0-8615-09848b9a7d64%22%2c%22Oid%22%3a%22b04d0c7a-7334-4d37-b24d-9cda7b17d1b0%22%7d On 30.03.2026 at 1100 HRS. (IST)
g)	Last Date and time for submission of e-Bids	:	**15.04.2026 at 1200 HRS (IST)**

h)	Cost of Bidding Document / Bidding Document Fee	:	Not Applicable.
i)	Bid Security / Earnest Money Deposit (EMD)	:	**INR 2,00,00,000/- (Rupees Two Crore only)** **Also refer clause no. 6. below for details**
j)	Last date and time of submission of Earnest Money Deposit (EMD) /Bid Security (In original hard copy)	:	**Refer clause no. 6. Below**
k)	Non-Disclosure Agreement (NDA)	:	Not Applicable
l)	Opening of Techno-commercial (Un priced) Bids #	:	**16.04.2026 at 1400 HRS (IST)** (on-line Opening shall be done)
m)	Contact person for any query/ clarifications for this tender	:	**Queries to be addressed to:** Mr. L. Thavurya, GM (SCM-C&P)/ Mr. Shashi Shekhar, AGM - C&P) / Ms. Manisha Sawlani Engineer (SCM-C&P) (Tel : +91 124 2891356/1354 & E-mail: l.thavurya@eil.co.in / sashi.shekhar@eil.co.in/ manisha.sawlani@eil.co.in **Queries to be also forwarded to** Mr. Shubham Khatri, Chief Manager (Projects – Petchem Process) (Tel: +91 484 282 2009) Cc to Mr. Mohammad Ali (Projects Petchem Procurement) & Mr. P.H.S. Mani – (Head Procurement CPO-RPP 3 (CPO-REF.)) (Tel: +91 484 282 2086) Email : shubhamkhatri@bharatpetroleum.in ; mohammadali@bharatpetroleum.in; maniphs@bharatpetroleum.in
n)	Opening of Priced Bids	:	Price bids shall be opened online. The bidders who qualify pursuant to bid evaluation shall be able to view online the prices of all other bidders who qualify pursuant to bid evaluation at their respective windows, after price bid opening by Owner.
o)	Mode of Enquiry	:	Through NIC Portal https://eprocure.gov.in/eprocure/app

5.2. If the date indicated at Sl. No. 5.1 e), j) & l) above happens to be a declared/closed holiday in EIL, the next working day shall be considered.

5.3. **All revisions, amendments, time extensions, clarifications, etc. to the NIT/Bidding Document shall be uploaded in the websites only and shall not be published in Newspapers. Bidders should regularly visit the above-mentioned website(s) to keep themselves updated and submit their Bids based on latest information/instructions hosted in website(s).**

5.4. Bidder shall submit all their requests for extension of Bid submission date (if unavoidable) and/or any queries prior to and/or during the pre-bid meeting. EIL/BPCL may at its sole discretion extend Bid submission due date on such written requests if the time schedule permits.

However, request for extension of Bid submission date or any queries received from any bidder with less than Seven working days prior to bid submission due date shall generally be ignored, since there will not be adequate time for proper communication with the other Bidders.

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

6.1. Bids must be accompanied with Earnest Money Deposit / Bid Security. Bids not accompanied with requisite Earnest Money deposit /Bid Security (or authenticated exemption certificate, wherever applicable) shall be considered as non-responsive and such Bids shall be summarily rejected. **Benefits of exemption from Bid Security/ EMD to any MSE is not applicable being Works Contract.**

EMD/Bid Security shall be in favour of Bharat Petroleum Corporation Limited through Electronic Fund Transfer to BPCL Bank Account (Details as per clause 6.2 below) or Bank Guarantee executed by any Scheduled Bank approved by RBI in the proforma attached with Bidding Document. The BG shall remain valid upto the two months beyond the bid validity.

Insurance Surety Bond as EMD/Bid Security for the specified EMD value as per Proforma provided along with Tender shall also be acceptable. Insurance Surety Bond, furnished by bidder, shall be unconditional, irrevocable and payable on demand. Insurance bond if opted shall be stamped and provided by bidder in accordance with Stamp Act of India.

Bid Security shall be only in INR.
Proforma of Bank Guarantee in lieu of Earnest Money Deposit attached as per FORM-N of BIDDING FORMS.

6.2. **Bank Details of BPCL (For RTGS/NEFT)**
Account No.: 00200110000048
Account Name: Bharat Petroleum Corporation Ltd.
Address of Bank: HDFC Bank Ltd, Ernakulam, Kerala
IFSC Code: HDFC0000020
Name of Beneficiary: Bharat Petroleum Corporation Ltd.
.....
.....

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

6.4. Bidder shall be required to submit the copy of the bid security within the final extended bid due date and time on the e-tendering portal. In case of bid security in the form of BG/ Insurance surety bond, bidders shall also be required to submit the original BG/ Insurance surety bond to EIL, preferably before the final extended bid due date and time but not later than 7 (Seven) calendar days from final extended bid due date and time. If the Bidder fails to submit Bid Security (BG/ Insurance surety bond) in original within the above cut-off date, **one notification/intimation shall be provided to bidder to submit the same within 3 calendar days from intimation**.

In the event the Bidder fails to submit Bid Security (BG/ Insurance surety bond) in original within the above cut-off date after intimation, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder on the e-tendering portal
Original EMD/Bid Security to be submitted at below address:
Mr. Shashi Shekhar, AGM (SCM),
Engineers India Limited,
R&D Complex, Sector-16 (On N.H.-8),
Tower-1 (1st Floor), Gurugram -122 001,
Haryana (India),

6.5. In case EMD/ Bid Security is submitted through net-banking, submission of Original physical form of EMD/ Bid Security within the bid due date shall not be required. However, transaction details/ proof of submission of EMD/ Bid Security through net-banking shall be uploaded in designated place in the E-Tendering website http://eprocure.gov.in/eprocure/app

7. SUBMISSION OF BIDS & VALIDITY:

7.1. Bids are required to be submitted only through above-mentioned E-Tendering website http://eprocure.gov.in/eprocure/app on or before the Bid submission date and time. Bidders are required to enrol on the E-Tendering website http://eprocure.gov.in/eprocure/app.

7.2. Bidders in their own interest are requested to upload/submit their bid well in time. In the event of failure in bidder's connectivity with the above-mentioned E-Tendering website http://eprocure.gov.in/eprocure/app during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

7.3. Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through above mentioned E-Tendering website http://eprocure.gov.in/eprocure/app shall only be considered for evaluation and ordering.

7.4. Bidders are requested to get acquainted with the E-Tendering website http://eprocure.gov.in/eprocure/app. in advance and obtain/seek clarifications, if any from EIL.

7.5. **Bid Validity:** Bid shall remain valid for **6 (Six) Months** from the Final Bid Due Date.

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

8.1. Pre-bid Meeting shall be held on the scheduled date, time and place as stated in Sl. No. **5.1 e) & 5.1 f)** above.

8.2. Bidders or their competent authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bidding document and Scope of Work etc. can be addressed during the pre-bid meeting to enable the bidder to submit Zero Deviation Bid.

8.3. Bidders shall treat the pre-bid meeting as of utmost importance in their own interest and depute competent & senior persons to understand the requirement and capable of taking spot decision to sort out all the technical, commercial and legal issues. Bidders are also advised to attend the pre-bid meeting along with their technical, commercial and legal representative, if so desired, to get all issues clarified to meet the project time schedule.

8.4. Bidders who are not attending the pre-bid meeting, it shall be considered that the bidder has a clear understanding of the scope, specifications, terms & conditions etc. of the bidding document and does not have any comments/ deviations to the requirements of the bidding document and their offer shall be strictly as per provisions of the bidding document without any deviation/clarification etc.

8.5. Bidders to note that BPCL/EIL reserves the right not to give any opportunity to the bidder after the final bid submission date and time for seeking any clarification or submission of balance documents not submitted earlier. Their bid shall be evaluated as per the documents submitted along with their bids.

8.6. To make the pre-bid meeting effective and result-oriented, the bidders are requested to send their queries/clarifications, if any, as per format included in the Bidding Document through **CPP Portal (https://eprocure.gov.in/eprocure/app)** within the cut-off date as mentioned against sl. no. **5 (c)** above. Accordingly, queries which are not received through CPP Portal or after cut-off date may not be entertained. The clarifications to these shall be provided during the pre-bid meeting.

8.7. Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries/ pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment. Replies of pre-bid queries shall not be considered as part of RFQ/Bidding Document.

8.8. **Non- attendance of the pre-bid meeting will neither be a cause for disqualification of the bidder nor a cause for bidder's ignorance to submit the bid as per provisions of the bidding document and latest information uploaded in the Central Public Procurement Portal (CPPP)/Website of**

Government of India/ NIC Portal https://eprocure.gov.in/eprocure/app .

9. AWARD METHODOLOGY:

The Contract shall be awarded to the Lowest evaluated bidder after Commercial and Technical Loading as defined elsewhere in bidding document.

10. GENERAL

10.1. The complete Bidding Document can be downloaded from the CPP portal http://eprocure.gov.in/eprocure/app.

10.2. Bidders are required to submit their e-bids only through **CPP portal** http://eprocure.gov.in/eprocure/app in accordance with the instructions and terms & conditions of this Bidding Document.

10.3. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc. including modification of the bid to meet the BQC.

10.4. Bids received after the due date and time (refer late bids clause of ITB) shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.

10.5. Consortium / Unincorporated Joint Venture Bids are not acceptable**.**

10.6. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.

10.7. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.

10.8. Bids received after the due date and time (refer LATE BIDS clause of Instruction to Bidder) shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.

10.9. Purchase preference to central PSUs or any other government guidelines as applicable from time to time shall be considered.

10.10. **Physical / Fax / e-mail Bids (other than the documents specifically required to be submitted in hard form)** shall not be accepted.

10.11. Please acknowledge receipt of Bidding Document and immediately confirm your participation in the subject bidding as per proforma (ACKNOWLEDGEMENT CUM CONSENT LETTER) enclosed in the Bidding Document.

10.12. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

10.13. BPCL/EIL shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.

10.14. BPCL reserves the right to reject any or all Bids without assigning any reason, whatsoever.

10.15. Clarification, if any, can be obtained from CGM (SCM), Engineers India Limited, R&D Complex, Sector-16 (On N.H.-8),Tower-1 (1st Floor), Gurugram-122 001,Haryana (India), Tel : +91 124 289 1354/1356 & E-mail: manisha.sawlani@eil.co.in / sashi.shekhar@eil.co.in/ l.thavurya@eil.co.inmailto:)

10.16. **Engineers India Ltd including its officers and representatives, shall under no circumstances solicit or request any payment, monetary consideration from bidders other than those specifically stipulated in the published tender/enquiry document and its amendments (if any). Bidders are cautioned that, should they receive any phone calls, messages, emails, or personal approaches requesting payments other than specified in Tender/RFQ Document, such communications are fraudulent and do not originate from Engineers India Ltd. Engineers India Ltd shall not be responsible for any financial loss, penalty, or damage caused due to actions taken by Bidders/Contractors on the basis of such communications.**

10.17. For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

General Manager (SCM)

Annexure-A

NOT APPLICABLE

Annexure-B

NOT APPLICABLE

ANNEXURE-C

UNDERTAKING BY BIDDER TOWARDS SUBMISSION OF TPIA* VERIFIED DOCUMENTS

(On company letterhead)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED
Tender No.:
Tender Title:
Name of Bidder:

Dear Sir,

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

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

(AUTHORISED SIGNATORY)

Name of Signatory:
Bidder Name:
Date:
Place: (BIDDER'S SEAL)

ANNEXURE-D

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

Subject: Verification of Bidder's qualification Criteria documents of the Tender

Tender Ref. No:

Tender for "
……
…"

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

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

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

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

Authorized Signature

(Seal of the Company)

ANNEXURE-E

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

Ref:…….. Date:……..

To,
Bharat Petroleum Corporation Limited
Kochi Refinery

Dear Sir,

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

Tender Ref. No:

Tender for "
……
…"
M/s……..with its Registered office at……..intend to participate in the tender for …… for BPCL.

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

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

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

(Seal of the Company)

Annexure-I To IFB

DETAILS OF PAST PROJECTS TO BE CONSIDERED FOR QUALIFICATION

S. No.	Project Name	Client	Details of Work	Order Date	Contract Value	Completed Value	Date of Completion

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Appendix to ITB

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A. GENERAL

1.0 SCOPE OF BID

1.1 In connection with the Invitation for Bids/ Letter Inviting Bid (IFB/LIB), Engineers India Limited (EIL) on behalf of Bharat Petroleum Corporation Limited (BPCL) invites e-Bid(s), under single stage two bid system, for the entire scope covered under the Bidding Document [hereinafter for the purpose of these instructions collectively referred to as the "WORKS" as specified in Bid Data Sheet (BDS)].

1.2 Throughout the Bidding Document:

(a) The **PURCHASER/CLIENT/OWNER** means Bharat Petroleum Corporation Limited (BPCL), having its Registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai - 400 001 and shall include its successors and assignees.

(b) "EIL" shall mean Engineers India Ltd., having its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi-110066 (INDIA) and engaged by BPCL as PMC/EPCM for their Project.

(c) Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and word written in capital or small letter or where the first letter capital have the same meaning; and

(d) Day" means calendar day.

(e) The term 'Bid Due Date' shall mean the 'Final Bid Due Date'.

(f) The term "bid"/ "tender"/"offer"/"proposal" and their derivatives ("RFQ/Bidding/Enquiry" documents, "bidder/tenderer", "Vendor/Supplier/Seller", "Bid/tender", "bidding/tendering", "Contract/Purchase Order" etc.) are synonymous.

(g) Throughout this Bidding Document, E-Tendering website/E-procurement portal/NIC portal means Government of India Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app

(h) **CONSULTANT: -**

BPCL HAS APPOINTED ENGINEERS INDIA LIMITED (EIL) AS THE CONSULTANT FOR THIS PROJECT. OWNER HAS ALSO AUTHORIZED THE CONSULTANT TO ENTER INTO CORRESPONDENCE WITH BIDDER(S) & OBTAIN CLARIFICATIONS/ CONFIRMATIONS, IF ANY WITH RESPECT TO THIS RFQ/ BIDDING DOCUMENT. BY VIRTUE OF THIS AUTHORIZATION, EIL ON BEHALF OF BPCL MAY ENTER INTO CORRESPONDENCE / DISCUSSIONS & OBTAIN CLARIFICATIONS / CONFIRMATIONS FROM BIDDER(S) IF ANY.

BIDDER SHALL HONOUR EACH & EVERY CLARIFICATION / CONFIRMATION ARISING OUT OF THE CORRESPONDENCE / DISCUSSION BETWEEN THE CONSULTANT & BIDDER.

(i) **Notice Inviting Tender(NIT)"/"Letter Inviting Bid" (LIB)/ "Invitation for Bid" (IFB) shall mean EIL's request to Bidder for a Bid/ Tender together with the Bidding Document.**

1.3 The successful bidder / "contractor" shall complete the Scope of Work within the Time Period/Completion Period stated in Bidding document.

2.0 ELIGIBLE BIDDERS

2.1 An Eligible bidder may be a firm or a company, who, have been issued the Bidding Document on Limited Competitive Basis or a bidder meeting the BQC criteria as per Invitation for Bids (IFB) on Open Competitive basis. **(Refer BDS)**

2.2 In case of open competitive basis, the bidding is open to the bidder who intends to submit the Bid, in response to IFB/NIT. **(Refer BDS)**

2.3 A bidder who is on **Holiday Listing / Negative List** of EIL/BPCL/MoP&NG on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the Bidding Document **is/was issued inadvertently to such Bidder/downloaded from website by such** Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.

2.4 Similarly, if a bidder is seeking qualification based on engaging a sub-contractor / sub-vendor who meets stipulated qualification criteria (in case allowed as per IFB/NIT) and such a sub-contractor is on **Holiday Listing / Negative List** of EIL / BPCL/ MoP&NG on due date of submission of bid / during the process of evaluation of the bids, the offer of such bidder shall not be considered for bid opening/evaluation /award.

2.5 If a Bidder (as per Clause No. **2.3** above) / proposed sub-contractor or sub-vendor, is placed on **Holiday Listing / Negative List** of EIL / BPCL/ MoP&NG after opening of price bid and such Bidder happens to be the lowest bidder, the enquiry shall be refloated for the items / parts for which the bidder is lowest.

2.6 Bidder shall not be under insolvency, liquidation, court receivership or similar proceedings. Bidder shall submit a self-certificate stating that they are not under insolvency, liquidation, court receivership or similar proceedings. Failure to do so or if the bidder is under insolvency, liquidation, court receivership or similar proceedings, their bids shall not be considered.

2.7 The bidder shall not be under a declaration of ineligibility by OWNER for Fraudulent practices as defined at clause no. 44 of ITB.

2.8 A bidder shall not be affiliated with a firm or entity:

i) that has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part,

or

ii) That has been hired by the Owner as engineer/consultant for the contract.

2.9 CONFLICT OF INTEREST

A bidder shall not have a conflict of interest in the bidding process with one or more parties/ Consultant/ Licensor. Such conflict of interest can lead to anti-competitive practices to the detriment of Owner's interests. The bidder found to have a conflict of interest shall be disqualified.

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

i) they have controlling partner (s) in common; or
ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
iii) they have the same legal representative/agent for purposes of this bid; or
iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

v) In case of a holding company having multiple closely sister companies, then only one such companies should quote. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

vi) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid

vii) The bidder (or his allied firm#) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

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

Allied Firm shall mean:

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

i) being a proprietary firm, owns the Allied Firm,

ii) being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm

iii) has common Management (say majority of director) with the Allied firm;

iv) its partners or directors have a majority interest in the management of the Allied Firm;

v) has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;

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

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

In view of Clauses 3.7.1 & 3.7.2 above, bidder shall submit a self-declaration as per format enclosed as per **Appendix-IX to ITB.**

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

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

2.11 Ministry of Petroleum & Natural Gas (MoPNG) vide File no. FP-20013/24/2017-FP-PNG (E-17013) dated 21-Aug-2024, have issued a directive that revised Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 dated 19.07.2024 issued by DPIIT shall be applicable.

Under this policy, buyer reserves the right to allow Suppliers or Service providers in a tender and purchase preference as admissible under the prevailing policy, subject to complying with the requirements/ conditions defined herein and submitting documents

required to support the same. Refer Appendix-II to ITB for copy of existing policy and other details.

3.0 FRAUDULENT PRACTICES

Fraudulent Practices clause as per clause no. 44 of ITB shall be applicable.

B. CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

4.1 The Bidding Document consisting of Commercial & Technical Section has been hosted on E-Tendering website i.e. Government of India Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app

4.2 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with Clause No. **7.0** of ITB.

i. Invitation for Bid (IFB)/ Letter Inviting Bid (LIB).

ii. Instructions to Bidders and its attachments.

iii. Bid Data Sheet

iv. Bidding Forms

v. General Conditions of Contract (GCC).

vi. Special Conditions of Contract (SCC) and its Annexures.

vii. Schedule of Rates (SOR)/ Schedule of Prices (SOP).

viii. Technical Specifications / Standards.

ix. Drawings, if any

4.3 Deleted.

4.4 The bidder is expected to examine the Bidding document downloaded from the e-Procurement Portal, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding documents. The invitation for bid (bidding) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder in co-ordination to each other. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

4.5 Bidding document once issued in case of limited competitive bidding is non-transferable. However, in case of Open Competitive Bidding, since the Bidding Document is available for free downloading on the portal, any bidder may submit the Bid and the same shall be evaluated in line with the provisions of the Bidding Document.

4.6 Bidders shall treat the Bidding Documents and contents therein as strictly confidential.

4.7 The Bidding Document is and shall remain the exclusive property of the BPCL/EIL without any right to Bidder to use them for any purpose except for the purpose of bidding.

4.8 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.

4.9 Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document including all the documents as per

Table of Contents/Master Index. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of EIL/BCPL immediately and prior to submission of Bid.

5.0 SITE VISIT

5.1 The site is located at Kochi, District Ernakulam Kerala, India.

5.2 Bidder, if required, may visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. **Accordingly, bidder to submit Declaration confirming Knowledge about Work Site Visit and Surrounding Conditions as per Form – J of Bidding Forms.**

5.3 Bidder is advised to visit and examine the site or / locations of warehouse (at his own cost), its surroundings and familiarise themselves of the existing facilities & environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation. Bidder shall provide at least two days in advance the details of their representatives along with details of laptop, mobile or any other electronic device or any equipment if any, being carried so as to make arrangement for gate passes. Owner's decision on this regard shall be final and binding upon the bidder. The cost of visiting the site shall be at the bidder's own expense.

5.4 The bidder or any of its personnel or agents will be granted permission by the EIL/Owner to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the EIL/Owner and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5.5 For site visit, Bidder may contact the following persons in EIL/BPCL:

Mr. Sriram Prasad Panda
Resident Construction Manager (RCM)
Engineers India Limited
BPCL Kochi Refinery, Ambalamugal, Kochi, Kerala (India)
Contact Details:
Mob no: 8790006080
E-mail id: sriram.panda@eil.co.in

5.6 ENTRY OF FOREIGN NATIONALS TO REFINERY/ PROJECT PREMISES

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

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

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

i. Name & Surname
ii. Clear colored scan copy of Passport
iii. Nationality
iv. Date of Birth

v. Parentage
vi. Present Address
vii. Permanent Address
viii. Validity of the passport
ix. Clear colored scan copy of visa
x. Date visited India last
xi. Purpose
xii. Duration of the last visit and
xiii. Occupation.

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

For details refer **APPENDIX –X to ITB.**

6.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

6.1 Bidder's authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue specified in IFB/ LIB. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

6.2 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding document in writing through e-procurement portal only in the format provided in Bidding Forms so as to reach prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to concerned persons specified in BDS, to enable EIL to prepare replies to the queries in the same format expeditiously. The bidders shall strictly submit their queries within cut-off date after which, EIL/Owner shall reserve the right not to entertain any queries.

6.3 The bidders are required to participate in the pre-bid meeting after going through the entire Bidding Document along with BQC. Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC. In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.

6.4 Replies to the pre-bid queries will be uploaded on E-Tendering website i.e. Government of India Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app as expeditiously as possible. After pre-bid meeting, no further queries will be entertained from the bidders. The Reply to Pre-bid queries containing clarification shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

6.5 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.

6.6 Based on the pre-bid discussions, no-deviation form/techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying with Bidding Document requirements and EIL shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.

Technical/ Commercial queries (TQ/CQ) shall not be issued once the bid have been opened. However, wherever CQ/ TQ are unavoidable, the same shall be raised and the cut-off date given for CQ/ TQ replies shall be adhered to. CQ/ TQs shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/ TQ replies through any other mode shall not be accepted. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

6.7 Bidder is advised to visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. All costs towards the same including the cost of visiting the Site shall be at the bidder's own expense

6.8 Bidder and any of its personnel will be granted permission by EIL/ Owner to enter upon its premises and lands/ Project Site for the purpose of such visit, but only upon the express condition that the bidder and its personnel will relieve and indemnify EIL/ Owner and its personnel from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. Bidder shall refer ITB/BDS for schedule and contact details related to site visit.

6.9 Bidder shall submit their queries strictly within cut-off date after which, BPCL/EIL shall reserve the right not to entertain any queries. **Format for Pre-Bid Queries is attached as Form-E of Bidding Forms.** Bidders shall submit the Pre Bid Queries on E-Tendering website only. Queries submitted through any other mode shall not be taken into cognizance.

6.10 Non-attendance of the pre-bid meeting will neither be a cause for rejection of the bidder nor a cause for bidder's ignorance to submit the bid as per provisions of the bidding document and latest information uploaded in the Central Public Procurement Portal (CPPP)/Website of Government of India/ NIC Portal https://eprocure.gov.in/eprocure/app

7.0 AMENDMENT OF BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. The addendum will be hosted on e-procurement website

7.2 All Amendments, Clarifications (if any) etc. will be uploaded in e-procurement portal. Generally, intimation of uploading of documents in website is sent to the bidders (all bidders in case of Limited bidding and to bidders who have submitted acknowledgement on EIL tender portal in case of NIT) in their email id. It is the responsibility of the bidder to regularly check the website and provide current and authenticated email id. Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. Any revision, clarification, addendum, corrigendum, time extension, etc. will be hosted on these websites only. Bidders are requested to visit the websites regularly to keep themselves updated. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.

7.3 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

7.4 The Owner/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

8.0 CONFIDENTIALITY OF BIDDING DOCUMENT

8.1 The Bidding Document is and shall remain the exclusive property of Owner/Consultant without any right to Bidder to use them for any purpose except for the purpose of Bidding.

8.2 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.

9.0 ACKNOWLEDGEMENT & CONFIRMATION

9.1 Bidder shall acknowledge and confirm his intention to bid for the tendered work as per proforma "Acknowledgement-Cum-Consent Letter" enclosed in Bidding Document as **Appendix-VII to ITB**. Bidder also must intimate their intention of not quoting if they are not submitting Bid.

9.2 In case of e- tendering, the bidder shall acknowledge and confirm his intention to bid for the tendered work on EIL website https://tenders.eil.co.in

C. PREPARATION OF BIDS

10.0 COST OF BIDDING

10.1 Bidder shall bear all direct and indirect costs associated with the preparation and submission of its Bid (including clarification meetings, and site visit, if any), and BPCL/EIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11.0 LANGUAGE OF BID

11.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language only. In case, any printed literature furnished by bidder written in another language so long as accompanied by an English translation, in which case, for the purpose of evaluation and interpretation of the bid, the English translation shall govern.

11.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, proper English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their country or bidder's Embassy in India or any translator in India recognized / authorized by bidder's Embassy.

12.0 DOCUMENTS COMPRISING THE BID

No Physical Bids / Offers shall be permitted (other than the documents which are specifically mentioned to be submitted in physical form for which scanned copy already uploaded along with the bid). The offers/bids submitted online through e-procurement portal as mentioned in clause 1.2(f) above along with the respective originals as specified **in** Bidding Document shall only be considered as bid for evaluation and ordering. Bidders are required to upload the Bid/offer along with all supporting documents including Priced bid on the **E-Tendering website only.** Electronic Bids (e-bid) shall be submitted on e-procurement Portal as per available functionalities.

Electronic Bids (e-bid) in two parts i.e. PART I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

12.1 TECHNO-COMMERCIAL/ UNPRICED BID (through e-tender portal)

(a) Offer Covering letter (on bidder's letter head).

(b) Master Index of the Bidding Document and Amendment/addendum (if any) duly signed and stamped by the bidder in token of having read all parts of the Bidding Document and having accepted and considered the same in preparing and submitting the Bid.

(c) Scanned copy of Bid Security.

(d) Scanned copy of certified documents towards proof of meeting Bidder Qualification Criteria.

(e) Scanned Copy of Power of Attorney in favour of person (s) digitally signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder in line with clause 48.0 of ITB.

(f) ~~Affidavit regarding Indian Establishment (if applicable) as per **APPENDIX-IX to ITB**.~~

(g) Undertaking (regarding no Conflict of Interest) as per **Appendix-IX** to ITB.

(h) Form of Bid as per **FORM-A,** Information about bidder in accordance with **FORM-B** provided in Bidding Forms.

(i) Details of Specific Experience fulfilling Qualification Criteria as per **FORM-C**.

(j) Past experience along with details and supporting documentation as called for in the Bidder Qualification Criteria (BQC) as per **FORM- D.**

(k) Compliance to Bid requirement as per **FORM-E.**

(l) Integrity Pact as per **FORM- F**

(m) Self Declaration regarding bidder not under insolvency, Liquidation, Court receivership or similar proceedings, Current Litigation/ Arbitration and Black listing/ Holiday listing as per **FORM-G.**

(n) Checklist for submission of bid as per **FORM-H.**

(o) Bank Mandate form as per **FORM-I** along with cancelled cheque duly signed and stamped with the Banker's certification.

(p) Declaration confirming knowledge about work site visit and surrounding conditions as per **FORM-J**

(q) ~~**FORM-K(I), K(II), FORM-K(III):** Tax Residency Cetificate & Form-10F (Applicable for Foreign bidder and for foreign member of Consortium/JV (if applicable~~)

(r) Financial details as per **FORM-M.**

(s) Complete Audited Annual Financial Year Report including Auditor's Report, Balance Sheet, Profit & Loss Account Statement and all other schedules for the immediate preceding three financial years.

(t) Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.

Organization details

- In case of a proprietorship firm, the name and address of proprietor and certified copy of Bank Account Details.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the `Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
- Contractor's Organization Chart from the upper hierarchy level to Managers level. Indicate Group or Division who will be responsible for execution of the EPC work and its management team.

(u) Signed & stamped copy of **Un-priced (replacing Prices with the word "Quoted")** Schedule of Rates (SOR)

(v) Any other document **required as per, Technical Specifications.**

(w) Any other document **required in the BDS**.

(x) Compliance of DMI&SP policy (as per format attached with Appendix-IV of this ITB), for applicability refer BDS

(y) Signed and stamped copy of Appendix-I along with duly filled Form-IA, Form-IB & Form – II (on company's Letterhead) attached with this ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Border with India.

Evidence of valid registration with Competent authority required under ITB, regarding "Procurement from a Bidder from a Country sharing Land Border with India in case such registration is mandated as per referred policy

(z) Self-Certification by Bidder under PPP-MII Order, 2017 towards mandatory minimum Local Content (as per format attached with Appendix-II of this ITB), for applicability refer BDS.

(aa) **FORM-P:** Declaration by the Bidder regarding Bidding Document

(a) **FORM-Q:** Undertaking For Non-Engagement Of Child Labour

(b) **FORM-R:** *PROFORMA OF CERTIFICATE OF* NON-INVOLVEMENT OF AGENT

(c) **FORM-S:** Methodology of Execution as per Proposal**.**

(d) **FORM-T:** DETAILS OF PROPOSED ORGANISATION

(e) Bidder to submit their compliance to Project Execution Philosophy (attached as annexure to SCC) , if applicable.

(f) **FORM-U:** Deployment Schedule of construction equipment, tools & tackles proposed for execution of work

(g) **FORM-V**: Deployment Schedule of Supervisory personnel

(h) **FORM-W**: DECLARATION OF BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST

(i) Project Schedule in the form of **Bar Chart**.

(j) **Quality Assurance:** A brief description of the bidder's QA system and a statement detailing how QA will be implemented for the Project.

(k) Technical Details/ documents specified under "Technical Section of Bidding Document" required along with Bid.

(l) Annexure-A or Annexure-B to IFB (if applicable)

(m) Annexure-C to IFB (Undertaking by Bidder towards submission of TPIA verified documents).

(n) Signed and stamped copy of Annexure-I (Time for Completion) to SCC.

(o) Declaration as per clause 2.6, 2.7, 2.8 & 2.9 of ITB.

Note: The above shall be uploaded in "**FEE / PREQUAL /TECHNICAL"** folder in e-tendering portal.

12.2 Priced Bid (through e-tender portal)

Price Bid shall be submitted by the bidder only on e-procurement portal as per the BOQ and SOP Format provided in the Bidding Document.

(a) Bidder shall quote Lumpsum Price for Entire Scope of Work as per provisions of the Bidding Document in **FORM SP-0**

(b) Bidder shall further quote break-up of Lumpsum Price separately for Design Engineering in **FORM SP-1,** Supply in **FORM SP-2** and Construction/Installation in **FORM SP-3** and its further breakup in percentage as per **FORM SP-4, FORM SP-5 and FORM SP-6** respectively.

(c) Bidder to quote Prices for 2 years of PWCAMC for Laboratory Instruments, and Electric Traction Lift in FORM SP-7. The Prices for 2 years PWCAMC **shall not be included in Lumpsum Price SP-0, however the same shall be considered for** Price Bid Evaluation.

(d) Bidders to quote Details of Goods and Service Tax (GST) on Lumpsum Price quoted at FORM SP-0 in **FORM SP-8A** and Details of Goods and Service Tax (GST) on PWCAMC quoted at FORM SP-10 in **FORM SP-8B.**

(e) Bidder to quote details of CIF Value, Customs Duty and Customs related duties on Imported Goods where Goods are cleared by filing into Bill of Entry in the name of Owner (For availing benefits under MOOWR Scheme) **in FORM SP-9A.**

(f) Bidder to quote details of CIF Value, Customs Duty and Customs related duties included in Quoted Supply Price for Imported Goods where Goods for which Contractor becomes the consignee of Goods by filing Bill of Entry for Home Consumption **in FORM SP-9B.**

(g) Prices for Recommended Spares for Two Years Operations and Maintenance in **FORM SP-10 shall not be included in Lumpsum Price SP-0.**

12.3 Submission of Documents in Original

Following documents shall be submitted in ORIGINAL **within 7 Calander Days** from the final extended Bid due date and time of e-bid submission in the E-procurement portal & in a sealed envelope, with proper index and covering letter in bidder's letter head.

i) Earnest Money Deposit (EMD) / Bid Security

The envelope shall be titled "ORIGINAL DOCUMENTS" with the Name of the Work, Bidding Document No., Name of the Project etc. along with the Bidder's name and address with contact no., email Id etc. and shall be submitted to the address as mentioned below:

Mr. Lotavath Thavurya, GM(SCM),
Engineers India Limited,
R&D Complex, Sector-16 (On N.H.-8),
Tower-2 (2nd Floor), Gurugram-122001,
Haryana (INDIA)
0124-2891356 / 0124-2891354
l.thavurya@eil.co.in

12.4 INTEGRITY PACT

12.4.1 Bidder shall submit, the scanned copy of the Integrity Pact (IP) duly signed and stamped in token of compliance in Part-I of the Bid (**enclosed with Bidding Document as Form-F of Bidding Forms**), wherever required as per Bid Data Sheet. **Non-submission of Integrity pact shall lead to not considering their bid for further evaluation**.

12.4.2 In case Bidder has not submitted Integrity Pact along with the Bid, one opportunity shall be given to the Bidder to submit Integrity Pact.

12.4.3 For detail of Independent External Monitors (IEMs), appointed by BPCL, in terms of Integrity Pact (IP) refer Integrity Pact.

12.4.4 No deviations / modifications in IP shall be acceptable. Bidder shall submit the same format of signed integrity pact (as provided in the bidding document duly signed by the buyer), duly filled-in, signed & stamped by the authorised signatory of bidder.

12.4.5 Integrity Pact shall be signed by the authorised signatory of the bid.

12.4.6 In case of sub-contracting by the contractor, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. In view of this, wherever contractor proposes any sub-contractor in the Bid, it shall be ensured that such sub-contractor also sign the Integrity Pact and submit the same in the Bid.

13.0 MULTIPLE/ ALTERNATIVE BIDS

13.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly or indirectly (as a sub-contractor) failing which following actions shall be initiated:

i) All bids submitted by such bidder (say 'A') as a single bidder, shall stand rejected and EMD, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.

ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B''s bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B''s bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case BPCL/EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the Bidders, the provisions at Clause No. **13.1** ii) above shall not be applicable as long as only the sub-contractors / sub-vendors are common in case of various bidders. It is further clarified that:

- A sub-contractor can be common to more than one bidder, provided the sub-contractor themselves are neither a bidder.
- Where an enquiry has multiple parts, the above condition shall be applicable individually for each part, as if it is a separate enquiry.

13.2 Alternative bids are not acceptable.

14.0 BID PRICES AND DISCOUNTS

Price Bid shall be submitted by the bidder only on e-procurement portal.

14.1 For execution of scope of work as per conditions stipulated in the bidding document the Bid price is to be filled in the formats given in Price Schedule/Schedule of Prices. Unless otherwise permitted in the Bidding Documents, the price bid shall be for the whole works.

14.2 Bidder shall quote Lumpsum Price for Entire Scope of Work as per provisions of the Bidding Document in Form SP-0. Lumpsum Price shall be deemed to be inclusive of the cost of any other supplies/work(s)/Services not specifically mentioned in the Bidding Document but are essentially required for the efficient trouble free operation of the complete package irrespective of whether the above unspecified supplies/work(s)/services are specifically mentioned in the Bidder's bis or not.

14.3 The Lump Sum Price in FORM SP-0 means aggregate of Lump Sum prices for completing all activities as per Scope of Work/Supply defined in Technical and Commercial Section of Bidding Document and subsequent Amendment (Technical and Commercial).

14.4 Bidder shall further quote break-up of Lumpsum Price separately for Design Engineering in FORM SP-1, Supply in Form SP-2 and Construction/Installation in FORM SP-3 and its further breakup in percentage as per FORM SP-4, SP-5 and SP-6 respectively.

14.5 Prices for 2 Years PWCAMC charges shall be quoted in FORM SP-7 and shall not be included in Lumpsum Price SP-0.

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

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

14.8 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Prices submitted by the bidder and accepted by EIL/BPCL.

14.9 Bidder shall quote for all the items of Schedule of Prices after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity is not specifically covered in description of item under `Schedule of Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Terms & Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.

14.10 Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.

14.11 Bidders to quote Details of Goods and Service Tax (GST) on Lumpsum Price quoted at FORM SP-0 in FORM SP-8A and Details of Goods and Service Tax (GST) on PWCAMC in FORM SP-8B.

14.12 Bidder to quote details of CIF Value, Customs Duty and Customs related duties on Imported Goods where Goods are cleared by filing into Bill of Entry in the name of Owner (For availing benefits under MOOWR Scheme) in FORM SP-9A.

14.13 Bidder to quote details of CIF Value, Customs Duty and Customs related duties included in Quoted Supply Price for Imported Goods where Goods for which Contractor becomes the consignee of Goods by filing Bill of Entry for Home Consumption in FORM SP-9B.

14.14 All duties, taxes, and other levies payable shall be as per Special Conditions of Contract.

14.15 The Bidder shall keep the Owner / EIL indemnified from and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

15.0 CURRENCIES OF BID AND PAYMENT

15.1 Unless otherwise specified in BDS, bidder shall submit Bid in Indian Rupees only and payment shall be made in Indian Rupees only.

15.2 Payment shall be as per Payment terms mentioned in SPC.

15.3 In case of indigenous Enquiry [Refer BDS]

Bidding currency & currency of payment shall be Indian Rupees only.

15.4 In case of Global Enquiry:

For Indigenous bidders:

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

For Foreign bidders:

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

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

16.0 INVOLVEMENT OF AGENT (IN CASE OF FOREIGN BIDDER)

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

17.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

17.1 EMD shall be submitted in line with clause 6.0 of IFB.

17.2 **The BG shall remain valid for a period of two months beyond bid validity.** Provisions of IFB shall be read accordingly.

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

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

i. Bid Security, if issued in the form of a bank guarantee/e-BG shall clearly state that it is issued by the Indian Counter Part for & on behalf of the Foreign Bidder.

ii. The bank guarantee/e-BG shall contain specific declaration from the Indian Counter Part that the Bank Guarantee/e-BG shall be liable for invocation in case of any default by the foreign bidder in terms of the bidding document.

iii. The Indian Counter Part shall be duly authorised by the foreign bidder to issue the bank guarantee on their behalf, on the foreign bidder's letter head. This authorisation shall be appended with the bid security.

18.0 PERIOD OF VALIDITY OF BIDS

18.1 Bids shall remain valid for the period specified in the IFB/BDS from the Final Bid Due Date. A bid with shorter validity period shall be rejected by BPCL/EIL as non-responsive. Bidders shall not be entitled during the above period, without the consent of BPCL/EIL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of BPCL/EIL in writing, BPCL/EIL shall forfeit Bid security, submitted along with the bid and shall reject their bids. Such Bidder may also be put on **Holiday Listing / Negative List**.

18.2 After opening of price bid, if the bidder increases the price, though within the validity period and even though the offer remains lowest, the bid shall be rejected. Such action of bidder shall result in forfeiture of earnest money and debarring for future enquiries. Holiday listing policy shall be followed if vendor's not ready to execute contract at quoted price.

18.3 In exceptional circumstances, prior to the expiration of the bid validity period, BPCL/EIL may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A bidder may refuse the request after which their offer will not be considered for further evaluation. A bidder granting the request shall not be permitted to modify its bid. If a bid security is requested in accordance with IFB, it shall also be extended for 2 (Two) months beyond the deadline of the extended validity period. A bidder may refuse the request without forfeiting its bid security.

19.0 POWER OF ATTORNEY

Bids shall be signed by the authorized signatory of the bidder. Bidder shall submit a Power of Attorney in the name of such authorized signatory(ies) along with their offer in line with clause no. 48.0 of ITB.

19.1 DIGITAL SIGNATORY

In case of e-tendering, login and submission of bids by the bidder on the e-tendering portal is through requisite & valid digital signature certificate.

e-Bid Signatory who is using his digital signature for uploading / signing the e-bid, shall also carry the Power of Attorney.

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

20.0 SEALING AND MARKING OF BIDS [APPLICABLE IN CASE OF OPEN COMPETITIVE BIDDING (NIT/IFB)]

20.1 The bidder shall submit the, original Documents as per the requirement of clause no**. 0** of ITB, in separately sealed envelopes, duly marking the envelopes as per following:

Original Documents

Name of Work: _____

Bidding Document No.:_____

Due date & Time of Submission: _____

From: [Name & Address of Bidder including contact details] _____

20.2 The envelope shall bear the name and address of the bidder and bear a warning "Do not open before the time and date of bid opening".

20.3 If envelopes are not sealed and marked as required, BPCL/EIL will assume no responsibility for the misplacement or premature opening of this envelope.

20.4 Bidder to ensure submission of Original EMD within 7 calendar days from the Final extended Bid Due Date failing which his bid shall be liable for rejection.

D. SUBMISSION AND OPENING OF BIDS

21.0 DEADLINE FOR SUBMISSION OF BIDS

21.1 Bidders shall submit their bids electronically in the e-tendering portal, within the date and time **specified in the Invitation for Bids (IFB)** or any extension thereof. Bidders submitting bids electronically shall follow the E-Tendering Methodology attached as **Appendix-VIII** to this ITB.

No Physical bid shall be permitted other than submission of the documents categorically asked for in hard copies as part of e-bids submitted online through the e-tendering Portal. The bids submitted online through E-Tendering Website shall only be considered for evaluation and ordering. The e-bid must be complete in all respects, leaving no scope for ambiguity. Bidder shall be fully responsible for the bid submitted in e-tendering portal and no relief or consideration can be given for errors and omissions.

21.2 Original Bid Security must be received by EIL at the address specified in IFB/ Bid Data Sheet within the date and time for submission as **specified in the** IFB or any extension thereof**.**

21.3 BPCL/EIL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause No. **7.0** of ITB, in which case all rights and obligations of BPCL/EIL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.0 LATE BIDS

22.1 E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form (**other than Bid Security or documents specifically sought in physical form**) shall not be considered for opening / evaluation / award and will be returned to such bidders.

22.2 **In the event the Bid Security in original, in accordance with Clause No. 21.2 of ITB, are not submitted within the deadline as per IFB or any extension thereof, the bids shall be declared late and shall be rejected, notwithstanding the fact that the bid security has been submitted in electronic form within the deadline.**

22.3 Unsolicited bids or bids being submitted to place/website other than one specifically stipulated in the Bidding Document shall not be considered for opening/ evaluation / award

23.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

23.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures.

23.2 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

23.3 DELETED

24.0 BID OPENING

24.1 The un-priced Bids shall be opened online through e-tender portal, at the specified date and time given in the RFQ document or on the extended due date, as applicable. Bidders can view the stages of evaluation on e-procurement Portal

24.2 The order of opening of bids shall be as follows;

i. On scheduled date and time of Technical (UNPRICED) bid opening, Opening of **documents, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.**

ii. Financial (Price) bid of only those bidders whose bids is determined to be technically and commercially acceptable by EIL/BPCL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date and time of price bid opening and shall not be called for physical participation during bid opening.

NOTE: Online opening as above, will be deemed as opened in public and there will be no separate public opening. Hence, bidders will not be called during opening of the bids.

24.3 If a supplier / an agency is placed on **Holiday Listing / Negative List** of EIL / BPCL / MoP&NG after issue of enquiry but before unpriced bid opening, their bid will not be considered for further evaluation. If a supplier / an agency is placed on **Holiday Listing / Negative List** of EIL / BPCL / MoP&NG after opening of unpriced bids but before opening of priced bids, further evaluation shall be stopped and the corresponding priced bid will not be opened. If a supplier/ an agency is placed on **Holiday Listing / Negative List** of EIL / BPCL/ MoP&NG after opening of priced bids and such a supplier/ agency happens to be the lowest bidder, the enquiry shall be refloated for the items/ parts/ Entire lot/tender for which the bidder is lowest.

E. EVALUATION AND COMPARISON OF BIDS

25.0 CONFIDENTIALITY

25.1 A bidder may seek clarification regarding the Bidding Document provisions, bidding process and / or rejection of his bid. BPCL/EIL shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.

25.2 Any attempt by a bidder to influence BPCL/EIL in the evaluation of the bids or award decisions shall render their Bid liable for rejection.

25.3 Notwithstanding Clause No. **25.2** of ITB, from the time of bid opening to the time of placement of Order, if a bidder wishes to contact BPCL/EIL on any matter related to the bidding process, it shall done so in writing only.

26.0 DETERMINATION OF RESPONSIVENESS

26.1 The Owner/EIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

26.2 Prior to the detailed evaluation, the Owner/EIL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ Documents. For the purpose of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the RFQ Documents without deviations, objections, conditionality or reservations and submission of applicable documents.

26.3 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the RFQ Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favor of stipulations of the RFQ document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non-responsive and rejected.

26.4 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

27.0 BID REJECTION CRITERIA-ON ZERO DEVIATION BASIS.

27.1 This Enquiry is issued on “Zero deviation basis”. All queries related to scope shall be clarified before bid submission. The bidders shall adhere to all provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered as non-responsive and are liable to be rejected.

28.0 CLARIFICATION OF BIDS

28.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. However, EIL/BPCL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. EIL/BPCL’s request for clarification and the response shall be in writing.

28.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by EIL/BPCL in writing.

28.3 If a bidder does not provide clarifications of its bid by the date and time set in EIL/BPCL’s request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

28.4 For cases involving Bidder Qualification (Experience) Criteria, only such past experience(s) shall be considered for qualification, details of which are provided in the Bid by the Bidder and/or out of the list of Similar Work experiences specified in the Bid (with or without submitting relevant qualification documents), and subsequently no additional past experience (PTR) which is not referred at all in the Bid in specific location, shall be permitted to be submitted by the Bidder and the Bid shall be evaluated in the following manner:

a) In case, a Bidder does not meet the BQC based on experience documents (copy of work order, completion certificate, performance certificate etc. as more specifically mentioned in the BQC) submitted by the Bidder in support of meeting the BQC, Bids shall be rejected in case of "No Deviation Bid" without issuing TQs/CQs. However, in case CQs/ TQs are issued, Bidders can be allowed to submit additional documents for any of the work out of the past experience(s) (PTR) list already submitted along with the Bid, to support their meeting the BQC.

b) No additional past experience(s) (PTR) (not specified in the list already provided by the Bidder in their Bid) shall be considered from the Bidders, since this would amount to substantive change in the Bid.

29.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

29.1 Prior to price opening of bids, EIL/BPCL will determine whether each bid is accompanied with requisite documents;

i) Fulfils the technical, Commercial, financial and other requirements as specified in the Bidding Document;
ii) Bid's responsiveness and clarifications thereafter, if any;
iii) Any other relevant factor, if any that BPCL/EIL deemed necessary or prudent to be taken into consideration.
iv) EMD / Bid Security as per the requirement specified in IFB (open competitive bidding)

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

29.3 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for price comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

29.4 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and appropriate action shall be taken against bidder as per BPCL guidelines.

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

29.5 Technical or commercial queries shall not be raised. However, EIL reserves the right to raise queries in exception situations. CQ/ TQs, if any, shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

30.0 OPENING OF FINANCIAL (PRICE) BID

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

30.2 Bidders who qualify pursuant to unpriced bid evaluation shall be notified through e-mail the time and date for online price bid opening in e-procurement portal

30.3 The Price Bids of those Bidders who were not found to be Techno-commercially acceptable shall not be opened in e-tendering.

31.0 DELETED

32.0 DELETED

33.0 EVALUATION AND COMPARISON OF PRICE BIDS

33.1 EIL shall compare the price bids based on the award methodology and loading criteria, as detailed below:

Following shall be considered for Evaluation of Prices

a) Lumpsum Prices quoted in FORM-SP-0

b) Total price for 2 years PWCAMC service contract as quoted in FORM SP-7

c) Total Present Value of Custom and Custom related duties and IGST applicable on supply of Imported Goods consigned to Owner, where Bill of Entry is filed in the name of Owner (Imported Goods under MOOWE Scheme) shall be converted to Present value for Loading purpose

Notes:

1. The factor for arriving at Present Value as per D above shall be based on Plant Life of 25 years and Discounting factor of 12%.

2. Since, 100% Input Tax Credit against GST is available to Owner, no loading on account of GST shall be done.

3. For Price Bid Evaluation foreign Currency component as quoted by Bidder shall be converted into equivalent INR as per conversion rate published by RBI reference rate as on date of Price Bid Opening. IF RBI reference Rate is not available for the date of Price Bid Opening, the latest available rates of RBI shall be considered for Price Bid Evaluation.

   In absence of RBI reference rate SBI TT (Telegraphic Transfer) reference rate on the date of Price Bid opening or latest available e will be considered.

33.2 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

33.3 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase.

Wherever, decision is taken to reject a bid, EMD, if submitted, by the Bidder, shall also be forfeited and case shall be referred for appropriate action as per procedure.

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

33.5 Conditional discount, if offered, shall not be considered for evaluation.

33.6 Preference to MSEs, if applicable as per BDS, as per clause no**. 35.0** below.

33.7 Public Procurement (Preference to Make in India) (PPP-MII), if applicable as per BDS, as per clause 37.0 below.

33.8 REVERSE AUCTION

Reverse auction is not applicable.

34.0 BPCL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

34.1 The BPCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the order without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders on the ground of such action by BPCL.

35.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

35.1 Preference, if applicable to MSEs, shall be as per BDS.

35.2 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP), FOR APPLICABILITY REFER BID DATA SHEET (BDS):

Refer **Appendix – IV** TO ITB

Bidder to refer following Provisions w.r.t DMI&SP Policy: -

1) For MR

i) In case Bidder's Quoted Price (Item wise basis) is more than INR 5 lakhs, Bidder should comply with the Domestically Manufactured Iron & Steel Policy (DMI&SP) for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit of such Iron & Steel products as per the Format enclosed as Annexure-4 (Form-1-Self Certification). Bidder shall submit a "Declaration of Non-Applicability of DMI&SP Policy as per Annexure-3 if Bidder's Quotes Price (Item wise basis) is lower than the threshold value of INR 5 Lakhs. In such case, after price bid opening, if Price of any quoted item is found more than INR 5 Lakhs, it shall be construed as the false/wrong declaration and Penal action shall be initiated against the Bidder as per provision specified below. If such a supplier/agency happens to be the lowest bidder during price evaluation, the bid shall be rejected and the next lowest bidder shall be considered as L1. For the purpose of this Policy, the threshold value INR 5 lakhs shall be considered on Item wise basis excluding freight and GST. In all cases where evaluation is on bottom line basis or on individual group, threshold value shall be considered on the basis of individual item of the MR/group.

ii) All bidders including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses shall submit Annexure-4 (Form-1-Self Certification) as part of their bid, irrespective of whether they are the manufacturer or otherwise.

III) Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with Annexure-4 (Form-1-Self Certification) on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorization certificate issued by the domestic manufacturer at the time of delivery. In such case, Bidder shall submit an Undertaking as per Annexure-2A.

Note

– a) If a bidder does not submit above affidavit and/or undertaking (as applicable) as per format, the bid of bidder shall be rejected.

b) In case of detection of wrong declaration by the bidder of the prescribed declaration(s), the following actions shall be taken by EIL:

After priced bid opening but before Award: - Rejection of bid and forfeiture of EMD and banning of business dealings in line with the EIl extant policy.

After Award: - In case the Contractor/Supplier submit False declarations and/or does not meet the Domestic Value Addition (DVA) as specified in DMI&SP Policy, penalty actions shall be taken as per the provisions of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 and its subsequent amendments, irrespective of the fact whether the Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 is applicable or not in the RFQ/tender.

2. For Item Rate/EPC/Package enquires –

i) In case of Item rate/EPC/package enquiries, bidder(s) to furnish affidavit as per Annexure-4 (Form-1-Self Certification) at the time of delivery. Bidder to submit an undertaking to this effect as per Annexure-2 w.r.t compliance of this DMI&SP Policy. Compliance towards certification of Annexure-4 (Form-1-Self Certification) shall be as stipulated at f-1(ii) and f-1(iii) above.

ii) For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

Note –

a) If a bidder does not submit above undertaking (as applicable) as per format, the offer of bidder shall be rejected.

b) In case of detection of wrong declaration by the bidder of the prescribed declaration(s), the following actions shall be taken by EIL:

In case the Contractor/Supplier submit False declarations and/or does not meet the Domestic Value Addition (DVA) as specified in DMI&SP Policy, penalty actions shall be taken as per the provisions of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 and its subsequent amendments, irrespective of the fact whether the Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 is applicable or not in the RFQ/tender.

36.0 PROVISION REGARDING POLICY OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII), FOR APPLICABILITY REFER BID DATA SHEET (BDS):

Refer **Appendix – II** TO ITB for details.

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

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

a.Notification no. 33(1)/2017-IPHW dated 26.10.2017 on purchase preference in domestically manufactured Electronic Products

b.Notification no. 1(10)2017-CLES dated 02.07.2018 on purchase preference in domestically manufactured / produced Cyber Security Products

c.Notification no. 33(5)/20174-IPHW dated 14.08.2018 on purchase preference in Cellular mobiles Phones

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

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

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

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

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

F. AWARD OF CONTRACT

38.0 AWARD CRITERIA

38.1 Pursuant to clause no. 28.0 and Clause no. 32.0 of ITB, BPCL shall award the Contract to the bidder in line with Award Methodology mentioned in IFB.

39.0 NOTIFICATION OF AWARD

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

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

40.0 PERFORMANCE BANK GUARANTEE

40.1 Within 30 days from the date of Letter of Acceptance, the Contractor shall furnish the Performance Bank Guarantee for the required value, period and in the proforma, in line with bidding document.

40.2 Failure of the successful bidder to submit the above-mentioned **Performance Bank** shall constitute sufficient grounds for the annulment of the award.

41.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

42.0 CARTEL FORMATION

42.1 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation /placement of order. Such bidder will also be debarred from bidding in future.

43.0 FRADULANT PRACTICE

43.1 The OWNER requires that Bidders/Vendors/Contractors observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition.

43.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

43.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

43.4 In case, the information/ document furnished by the Bidder/vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to OWNER under the contract such as forfeiture of PBG/Security Deposit, withholding of payment etc.

43.5 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/Vendor/Contractor along with forfeiture of PBG/Security Deposit furnished by the Bidder/Vendor/Contractor.

43.6 Further, such Bidder/Vendor/ Contractor shall be put on Holiday/Negative List of OWNER debarring them from future business with OWNER and EIL for a time period, as per the prevailing policy of OWNER and EIL

44.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER

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

a) All certificates with effect from 1st February, 2019.

b) GST and Income Tax Audit with effect from 1st April, 2019.

c) All Audit and Assurance Functions with effect from 1st July, 2019.

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

45.0 Policy for Holiday listing of vendors in BPCL shall be as per **Appendix-V** to this ITB.

46.0 DELETED

47.0 POWER OF ATTORNEY

47.1 Bids shall be signed by the authorized signatory of the bidder holding power of attorney.

47.2 Bidder shall submit a Power of Attorney in the name of such authorized signatory(ies).

Requirements for submitting the POA shall be as follows:

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

Alternatively, in case Bid signatory has General Power of Attorney or has the power as per their Board resolution, the same shall be submitted duly certified by Notary Public or CEO/CFO/Company Secretary (CS)/Member of Board of Directors.

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

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

- Bid can be signed by all the partners of the Firm and in such case no separate POA is required. OR
- Bid can be signed by any of the Partner(s) holding Power of Attorney as specified in the Partnership deed, OR
- Bid can be signed by an authorized person and shall submit a specific POA for the tender duly signed by all the Partners.
- Bidder shall submit the copy of Partnership Deed.

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

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

iv) Proprietorship: Proprietor shall sign the Bid.

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

v) **Unincorporated Joint Venture/Consortium (not applicable for this Tender)**: Both members of the consortium shall authorize the Lead Member of the consortium with the authority to bind the consortium, through a Power of Attorney given jointly by all the members to the Lead Member.

Both Leader as well as Member of the Consortium/JV shall also submit a separate POA from their respective Company/ Firm in the name of the signatory signing the Consortium/JV Agreement. Depending on the formation/ registration/ constitution (Company/ Firm, etc.) of the Leader/Member of the Consortium/JV, POA shall be submitted in a manner, as applicable, as per the above clauses.

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

For Foreign Bidders, POA shall be:

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

Specific POA issued for the tender shall confirm that the authorized signatory have been authorized to do in the name and on behalf of the Company/Firm all or any of the acts, deeds or things necessary in connection with or incidental to the Bid submitted by the bidder for the subject Enquiry Document, including but not limited to the signing and submission of bid, participating in the meetings, responding to queries, submission of information / documents and generally to

represent us in all the dealings with BPCL/EIL or any person, in connection with the works, without any prejudice, limitations and exceptions till the completion of the bidding process.

48.0 Conditions regarding forfeiture of bid security

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

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

49.0 REGISTRATION *BY FOREIGN BIDDER*

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

50.0 The Tender being Domestic Tender, the provisions specifically applicable for Foreign Bidder is not applicable.

APPENDIX I TO ITB
(COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA)

Tender Clause on Procurement from Bidders from Country(ies) sharing land border with India

1.0 Department of Expenditure (DoE) vide **O.M. No. 7/10/2021-PPD(1) dated 23.02.2023** has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in).

2.0 **Requirement of registration from Competent Authority:**

i). Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023..**

ii). Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**

3.0 **This Order shall not apply to the following special cases:**

i). In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.

iii). This order will not apply to Bidders (or Entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

iv). Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

4.0 **Definitions:**

i). **"Bidder"** (including the term 'Tenderer', 'Consultant' 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a Consortium or Joint Venture (that is an association of several Persons, or Firms or Companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency, Branch or Office controlled by such person, participating in a procurement process.

ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.

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

iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in paragraph 5.0, occurring on or after 23.07.2020.

v). **"Bidder (or entity) from a country which shares a land border with India"** means

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A Consortium or Joint Venture where any member of the Consortium or Joint Venture falls under any of the above.

vi). **Beneficial Owner** for the purposes of paragraph 4.0 v) (d) will be as under:

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

Explanation: -

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

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

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

d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;

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

vii). **"Agent'** is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i). A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii). However, a Bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

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

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

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

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

iv). In **Category-II sensitive sectors,** the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

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

6.0 **Sub-contracting in works contracts**

In works contracts, including turnkey contracts, Contractors shall not be allowed to sub-contract works to any Contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of **"Contractor from a country which shares a land border with India"** shall be as given in above paragraph 4.0 v).

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

7.0 **Certificate regarding compliance**

Bidder shall submit a certificate of Compliance in the enclosed Form-I A/ Form-I B/ Form - II (as applicable).

This certificate shall be on the Bidder's Letter head and shall be duly signed & stamped by the authorised signatory of the Bidder.

In case at any stage, it is found that the certification given by the Bidder is false, their Bid shall be rejected and shall be liable for other penal actions like placement on Suspension/ Banning or forfeiture of EMD (if applicable). However, if this is found after order placement, this would be ground for immediate termination and further legal actions in accordance with law/provisions of Bidding Document including Suspension/Banning and forfeiture of CPBG/ Security Deposit.

Form- I A

BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I hereby certify that, Bidder M/s_____ (Name of the Bidder) is:

I).	Not from such a country	[ ]
ii).	If from such a country, has been registered with the Competent Authority	[ ]

Notes:

a) Bidder to tick appropriate option (V) in either I) or ii) above)
b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

Form- I B

BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____(Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-Contracting to Contractors from such countries; I hereby certify that, Bidder M/s_____(Name of the Bidder) is:

i).	Not from such a country and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[ ]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[ ]
Notes: a) Bidder to tick appropriate option ($\surd$) in either i) or ii) above) b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.		

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

FORM-II

BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. Bidder M/s_____ (Name of the Bidder), hereby certify that,

i).	Bidder does not have any ToT arrangement requiring registration with the competent authority	[ ]
ii).	Bidder has valid registration to participate in this procurement	[ ]

Notes:

a) Bidder to tick appropriate option (√) in either i) or ii) above)

b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

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

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

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.

5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

a) to all Autonomous Bodies;

b) to all public sector banks and public sector financial institutions;

c) to all Central Public Sector Enterprises;

d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and

e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

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

Definitions:

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

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

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

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

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

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation:-

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

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

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

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

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

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

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

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

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

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

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

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

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

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

Sub-contracting in works contracts

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

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

Certificate regarding compliance

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

Validity of registration

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

Government e-Marketplace (GeM)

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

Model Clauses/ Certificates

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

23/01/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

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

Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

List of Category-II Sensitive sectors:

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

Schedule-III

List of Sensitive Technologies:

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

ANNEXURE I

Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted uhder Order (Public Procurement) No.1].

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;

   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;

   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

   iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.

C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.

D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

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

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

[*Note:

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

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

ANNEXURE II

Special Cases

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

ANNEXURE III

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

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

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

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

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

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

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation—

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

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

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

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

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

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

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

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

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

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

Model Certificate for Tenders:

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

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

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

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

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

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

OR

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

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

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

***

APPENDIX II TO ITB
(PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII))

ANNEXURE-1

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

Shastri Bhawan, New Delhi
Dated 21st August, 2024

To

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

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

Sir/ Madam,

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

Yours faithfully

Kala 21/8/24
(Kala)
Under Secretary to the Govt. of India
Tel.: 011-23381029

Encl.: as above

Copy to:

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

Annexure -I

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

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

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

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

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

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purposes of this Order:
   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   Explanatory notes for calculation of local content given above

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

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

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

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

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

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

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

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

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

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

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

2A. *Special treatment for items covered under PLI Scheme*

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

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

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

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

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

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

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

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

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

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

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

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

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
c. If 'Class I Local suppliers' qualify for award of contract for at least

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

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

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

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

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

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

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

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content:**

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

f. Nodal Ministries and procuring entities may prescribe fees for such complaints.

g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

l. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. **Reciprocity Clause**

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

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

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

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including

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

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

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

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

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

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

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

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

g. may consider any other issue relating to this Order which may arise.

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

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

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

19/7/24

(Himani Pande)
Additional Secretary to the Government of India
Tel: 011-23038888
E-mail: ashp.dpiit@gov.in

Annexure-2(Rev)

FORM – 2

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

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

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

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

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

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

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

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

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

_____
Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

FORM-2A

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

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

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

Note –

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

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

ANNEXURE-3

FORM – 3

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

CERTIFICATE UNDER PPP-MII ORDER, 2017 TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO.:

Dear Sir,

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

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

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

……

……

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

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

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

OR

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

(Strike out which is not applicable)

_____

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

FORM-3A

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

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

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

Note –

1. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
2. As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
3. Bidder to enclose OEM.Certificate for country of origin as specified in S. No (c) above.
4. The above formats are indicative, the statutory auditor/Cost auditor/Chartered Accountant/ Cost Accountant can modify the format without changing the intent of certification.

_____

Signature of certificate issuing authority

Place:

Name:

Date:

Name of Audit Firm:

Designation

Seal:

APPENDIX-III(b) TO ITB

POLICY FOR PROCUREMENT OF DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS

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

Electronics Niketan
6, CGO Complex, New Delhi.

Dated: September 07, 2020

NOTIFICATION

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

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

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

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

3. For the purpose of this notification:

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

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

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

4.1 Desktop Personal Computers (PCs)

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

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

4.2 Thin Clients

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

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

4.3 Laptop Personal Computers (PCs)

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

	exceed 35% of the total BOM of the Laptop PC.
Power Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components.
Memory Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive/ Solid State Drive (SSD)	Domestic PCB Assembly* and final product assembly and testing from imported/ domestically manufactured parts and components, excluding the value of bare PCB.
Display Panel (LCD, LED, etc.)	Domestic assembly into the Back Cover and Bezel and final testing from imported/ domestically assembled Display Panel, LED Back light, Antennae, excluding the value of the Back Cover and Bezel.
DVD Drive	Domestic assembly and testing from imported / domestically manufactured parts and components.
Power Adapter	Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum40% (of the total value of parts and components used in the manufacture of "Power Adapter").

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

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

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

4.4 Computer Monitors

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

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

4.5 Tablet Personal Computers (PCs)

A. **Definition**:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

4.6 Dot Matrix Printers

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

4.7 Smart Cards

(A) Definition:

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

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

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

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

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

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

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

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

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

4.8 LED Products

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

4.9 Biometric Access Control/Authentication Devices

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

4.10 Biometric Finger Print Sensors

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

4.11 Biometric Iris Sensors

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

4.12 Servers

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

4.13 Cellular Mobile Phones

(A) Definition:

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

(B) Mechanism for calculation of local content:

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

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

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

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

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

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

****Refer Annexure*

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

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

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

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

9. Procedure for calculating local content/ domestic value addition

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

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

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

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

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

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

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

10. Verification of local content/ Domestic Value Addition

a. The local supplier at the time of tender, bidding or solicitation shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crore, the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. In case a complaint is received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/ domestic value addition in an electronic product, the same shall be referred to STQC.

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

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

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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

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

Saurabh Gaur

(Saurabh Gaur)
Joint Secretary to Government of India
Tel.: 24363071

New Delhi, Dated: 07.09.2020

Copy to:

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

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

Saurabh Gaur

(Saurabh Gaur)
Joint Secretary to Government of India
Tel.: 24363071

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Annexure

Indicative List of Mechanics and Die Cut Parts

A. Mechanics

1. Battery Cover (HS 39209999)
2. Front Cover (HS 39209999)
3. Front Cover (With Zinc Casting) (HS 39209999)
4. Middle Cover (HS 39209999)
5. GSM Antenna/ Antenna of any technology (HS 39209999)
6. Side Key (HS 85389000)
7. Main Lens (HS 39209999)
8. Camera Lens (HS 39209999)
9. Screw (HS 73181500)
10. Mic Rubber Case (HS 40169990)
11. Sensor Rubber Case/ Sealing Gasket including sealing gaskets/ cases from Rubbers like SBR, EPDM, CR, CS, Silicone and all other individual rubbers or combination/ combinations of rubbers (HS 40 169990)
    - 11.1 PU Case/ Sealing Gasket (HS 39269091) - Other articles of Polyurethane foam like sealing gaskets/ cases.
    - 11.2 Sealing Gaskets/ Cases from PE, PP, EPS, PC and all other individual polymers or combination/ combinations of polymers (HS 39269099)
12. SIM Socket/ Other Mechanical items (Metal) (HS 73269099)
13. SIM Socket/ Other Mechanical items (Plastic) (HS 39269099)
14. Back Cover (HS 39209999)

B. Die Cut Parts

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

APPENDIX-III (c) TO ITB

POLICY FOR PROCUREMENT OF DOMESTICALLY MANUFACTURED TELECOM PRODUCTS

[To be published in the Gazette of India, Part I, Section 1]
EXTRAORDINARY

No. 18-10/2017-IP
Government of India
Ministry of Communications
Department of Telecommunications

New Delhi, 29th August, 2018

Notification

Subject: **Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works - regarding.**

Reference: **i) Department of Industrial Policy & Promotion (DIPP) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017**
ii) Department of Industrial Policy & Promotion (DIPP) Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018

The Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department of Industrial Policy and Promotion (DIPP) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 which is further revised vide No. P-45021/2/2017-PP (BE-II) dated 28.05.2018 to encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. DIPP has identified Department of Telecommunications as the nodal Department for implementing the provisions related to procurement of goods, services or works related to the telecommunication sector.

3. Accordingly, in furtherance of the aforesaid Public Procurement (Preference to Make in India), Order 2017 (hereinafter called as PPP-MII Order), and in supersession of notification of this Department's Policy for Preferential Market Access (PMA) dated 5th October 2012 and notification for value addition criterion dated 11th January 2017, the Department of Telecommunications, hereby notifies that the aforesaid Order shall be applicable for telecom products, services or works in full except as specified in this notification .

4. It is clarified that this notification shall be applicable to all Central Schemes (CS)/ Central Sector Schemes (CSS), for which procurement is made by States and Local Bodies, if that project

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Digitally signed by MD MAZHER ALI
Date: 2026.03.17 17:51:07 IST
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