# ENQUIRY DOCUMENT - MR

**(Document No : B957-300-EX-MR-6430-128-RFQ)**

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

हर एक काम देश के नाम

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DOMESTIC NOTICE FOR INVITATION FOR BIDS (IFB)
FOR
**LV ELECTRIC HEATER**
FOR
BINA PETCHEM AND REFINERY EXPANSION PROJECT (BPREP)
OF
M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)
**(BIDDING DOCUMENT NO.: SP/B957-300-EX-MR-6430/128)**
**Tender ID: 2026_EIL_907867_1**
(DOMESTIC COMPETITIVE BIDDING)

## 1. INTRODUCTION :

M/s Bharat Petroleum Corporation Ltd. ("BPCL") is a Central Public Sector Undertaking of Government of India with a "Maharatna" status. BPCL is an integrated oil company engaged in refining of crude oil and marketing of petroleum products. BPCL operates 3 refineries in India including Mumbai Refinery (12 MMTPA), Kochi Refinery (15.5 MMPTA), and the Bina Refinery (7.8 MMTPA).
BPCL has embarked on Petrochemical Diversification Plan and is in the process of setting up world scale Ethylene Cracker facilities and associated downstream petrochemical units at Bina along with expansion of Bina Refinery, hereinafter referred as "Bina Petchem and Refinery Expansion Project" (BPREP) or the "Project". BPCL intends to increase the refining capacity of Bina Refinery from 7.8 MMPTA to about 11 MMTPA as a part of the Project.

BPCL, BPREP, Bina Refinery invite e-Bids for above mentioned package/ item under **single stage two bid system** from competent suppliers in the category Class-I and Class-II Local Supplier, defined in Public Procurement (Preference to Make in India) Policy enclosed elsewhere in the RFQ Document, with sound technical and financial capabilities meeting the Qualification Criteria stated in clause no. 2&3 below.

**BRIEF SCOPE OF WORK:**

Complete Thermal, Hydraulic, Electrical & Mechanical design, engineering, procurement of all materials and bought out components, assembly at shop, fabrication, inspection, testing at manufacturers works, surface preparation, application of primer & finish paint (final coat i.e Field/Erection paint), start up & commissioning spares, any special tools and tackles, sea-worthy packing, ASME Code-U stamping & supply of Electric Heater complete with Heating elements, thyrister control panel, skin thermocouples, flame proof power and control junction boxes, all power control cables from heater to junction boxes duly wired, facility to receive/supply trip/control signals from & to control room, etc as per datasheet, P&ID, job specifications, codes and standards attached or referred, documentation as per vendor data requirements.

Transportation from Vendors work/ shop to site

Broad parameters of Electric Heaters are given below:

| Sr. No. | Item No. | Design Pressure ($Kg/cm^2(g)$) | Design Temperature ($^oC$) | Materials of construction | | Design Heat Duty (kW) |
|---|---|---|---|---|---|---|
| | | Shell side | Shell side | Shell | Sheath | |
| 1. | **300-EI-00-2305** | 6.0/FV @ 150 $^0C$ | 540 | SA 387 GR.11 | Alloy-600 / Incoloy 800 | 1037.6 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2. | **300-EI-00-2306** | 7.5 | 325 | SA 516 Gr. 60 | Alloy-600 / Incoloy 800 | 158.7 |
| 3. | **303-EI-00-3601** | 7.5 | 325 | SA 516 Gr. 60 | Alloy-600 / Incoloy 800 | 1829.4 |

## 2. BIDDER QUALIFICATION CRITERIA (TECHNICAL) :

2.1 Bidders must have carried out Thermal & Mechanical design, engineered, fabricated, tested and supplied as a Single Point Responsibility vendor, at least one Electric Heater with design Heat duty of **1098 kW** as a minimum & material of construction of Sheath as Alloy 600 (UNS N06600)/ Alloy 625 (UNS N06625)/ Incoloy 800 (UNS N08800) /Alloy 825 (UNS N08825).

The above criteria for Materials of Sheath and minimum design Heat duty may be complied by Bidder either in the same equipment or different equipment.

2.2 The supplied Electric Heater, as mentioned in Clause 2.1 above, shall be from Hydrocarbon Industry like Refinery, Petrochemical, Onshore/ Offshore facilities, Gas/ Crude Processing Plants/ facilities and Fertilizer plants.

2.3 All the above clauses shall be read in conjunction

2.4 The equipment mentioned in the above clause 2.0 must have been supplied during last 7 (seven) years, reckoned from the last day of the month previous to the one in which enquiry was issued.

2.5 Experience of only the Bidding entity shall be considered. 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. FINANCIAL CRITERIA:

3.1 Average Annual Turnover:
Bidder must have average annual financial turnover not less than the values mentioned as per table below during the immediately preceding 3 financial years.

| Item S. No. of MR | Average Annual Turnover in (INR) |
|---|---|
| 01.001 | 98,32,000.00 |
| 01.002 | 28,47,000.00 |
| 01.003 | 1,31,96,000.00 |

**Notes**:

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

b. Bidder can quote for any or all Items of MR.

c. In case the bidder intends to qualify for any of the Item of MR, bidder shall meet the minimum values mentioned in table above for respective Item(s) of MR for which bidder intends to qualify.

d. In case of a bidder quoting for multiple items, Bidder shall meet the financial criteria on cumulative basis for all the opted items

e. In case bidder meets the financial criteria individually for the quoted Item of MR but does not meet the same on cumulative basis and such bidder is lowest (L-1) for more than one Item of MR, then the award shall be finalized on least cost combination basis to OWNER.

### 3.2 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) | : | | |

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

## 4 DOCUMENTATION AND DATA REQUIRED WITH THE BID:

### 4.1 For Technical Criteria as per clause no. 2.0 above:

Experience details to meet the Bidder qualification criteria specified under Clause No 2.0 shall be submitted with the bid along with documentary evidence as per the format Annexure-II (ERP format) enclosed.

**4.2 For Financial Criteria as per clause no. 3.0 above:**

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

b.) Financial BQC parameter shall be calculated after giving effect to the impact of Quantified and qualified opinion (if any) given in the Statutory Auditor's report.

c.) In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.

d.) Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared & audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of vendor is not prepared and audited.

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

**5.1 AUTHENTICATION OF DOCUMENTS:**

5.1.1 Submission of genuine and authentic documents is the prime responsibility of the bidder. No amount of checking or verification by EIL/Owner shall absolve bidder from his responsibility.

Under the EIL suspension / banning rules (available on EIL portal *www.engineersindia.com*) & guidelines and procedures for Holiday Listing as adopted by BPCL (available on BPCL website *https://www.bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf)*, the punishment for submission fake/false/forged documents/certificate is clearly mentioned. Moreover, other actions against the bidder like encashment of EMD or PBG depending upon the stage of discovery of the fraud / false documentation may be taken up by EIL/BPCL. Moreover, the bidder's organization is responsible for any and all actions of their employees and any claims seeking to pin point the blame on some employee of bidder and attempting to absolve the bidder's organization will not be entertained.
The bidder must also note that the EIL/BPCL reserves the right to proceed based on acceptable offer (who have submitted authenticated documents in line with the Clause No. 3.4.2 below) and reject outright the other bids which have some shortcomings including non-submission of authenticated documents. The bidder shall therefore submit the authenticated documents along with the offer itself

and in case of rejection of his bid shall not have any right to seek another opportunity for submission of authenticated documents.

5.1.2 Bidder shall furnish an undertaking in the format as per **Annexure-I to IFB** towards the authenticity of submitted BQC Documents, duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.
Proprietorship/Partnership firms shall submit the undertaking as per **Annexure-I to IFB**, duly signed by the Proprietor/any two Partners.

Bidders shall be required to upload authenticated copies of documents for meeting BQC on the e-tendering website only. Bidders shall not be required to submit the original of authenticated documents in physical form to EIL.

Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

5.1.3 EIL reserves the right of getting the document cross verified, at their discretion from the document issuing authority. Bidder shall provide all necessary assistance in this regard.

However, in addition to the above, EIL shall carry-out cross verification of the lowest evaluated bidder's credentials submitted in the bid and considered by EIL for meeting the BQC - technical criteria from the document issuing authority. It shall be the responsibility of the bidder to assist EIL in carrying out this exercise. EIL shall also reserve the right to communicate directly with the certificate issuing authority and /or carryout a visit to the office/works of the certificate issuing authority. Bidder shall provide complete assistance towards the same.

Attempts shall be made to complete the verification process before award/ordering to L1 bidder. However, in case it gets delayed due to some reasons it shall not hold the award of the Job to the lowest bidder. However, first payment against the contract, if placed, shall be released only on completion of the verification.

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

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

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

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

5.1.4 In case, the BQC documents have already been verified by EIL for any other enquiry/tender , the same may also be considered verified on the strength of previous verification and acceptance by EIL. However, in such case, bidder shall indicate in their bid that BQC/PTR documents submitted in this bid has already been verified by EIL from bidder’s client in Tender No. for Project.

5.1.5 In case bidder’s supporting documents are not in English language and, bidder also submits duly certified translated documents, verification from document issuing authority shall be carried out only for the original documents issued by the client.

**5.2 GENERAL:**

5.2.1 Failure to meet the above Qualifying Criteria at Clauses 2 and 3 above will render the bid to be summarily rejected.

5.2.2 The Bidder shall not be on Holiday list/ Negative list of BPCL/ EIL/ MoPnG.

5.2.3 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, and subsequently no additional past experience (PTR) which is not referred at all in the Bid, shall be permitted to be submitted by the Bidder.

5.2.4 Bidder should ensure submission of complete information/documentation in the first instance itself, in support of their fulfilling the qualification/eligibility criteria. BPCL/EIL reserve the right to complete the evaluation based on the details furnished without seeking any additional information and / or in-house data, survey or otherwise. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid.

**5.2.5 Bidders are required to sign and submit the scanned copy of Integrity Pact along with their bid in e-tendering portal. FORMAT OF INTEGRITY PACT IS ATTACHED AS FORM-H OF BIDDING FORMS.**

5.2.6 Bidder shall not be under liquidation, insolvency, court receivership or similar proceedings. Bidder to submit self-certificate/ declaration, as per Bidding Form-G. Failure to do so or if the bidder is under insolvency, liquidation, court receivership or similar proceedings, their bids shall not be considered.

5.2.7 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 Unique Document Identification Number (UDIN). Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

Refer clause no. 4.2 of IFB in this regard.

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

## 6 DELIVERY PERIOD:

Refer Bid Data Sheet.

## 7 THE SALIENT FEATURES OF THE BIDDING/RFQ DOCUMENT ARE AS FOLLOWS:

### 7.1 Salient Features:

| | | | |
|---|---|---|---|
| a) | Type of Enquiry | : | **DOMESTIC COMPETITIVE BIDDING** |
| b) | Bidding Document availability on Website (on etendering Portal) | : | **From 08-05-2026 up to 1200 HRS (IST) on 29-05-2026** |
| c) | Last date for submission of pre-bid queries | : | 02 days prior to Pre-Bid Meeting |
| d) | Date / Venue of Pre-Bid | : | **11:00 AM** on **15-05-2026** |

<table>
<tr><td></td><td>Meeting #</td><td></td><td>Pre-Bid Meeting shall be held online as per below details:<br>Link:<br><br>Join:<br>https://teams.microsoft.com/meet/47239464677782?p=CQUWGDIAIW4W1TQjsu<br>Meeting ID: 472 394 646 777 82<br>Passcode: mK3Yr75q</td></tr>
<tr><td>e)</td><td>Last Date and time for submission of e-Bids</td><td>:</td><td>1200 HRS (IST) on 29-05-2026</td></tr>
<tr><td>f)</td><td>Cost of Bidding Document / Bidding Document Fee</td><td>:</td><td>Not Applicable.</td></tr>
<tr><td>g)</td><td>Bid Security / Earnest Money Deposit (EMD)</td><td>:</td><td>
<table>
<tr><td>Item S. No. of MR</td><td>EMD<br>(INR)</td></tr>
<tr><td>01.001</td><td>5,00,000.00</td></tr>
<tr><td>01.002</td><td>2,00,000.00</td></tr>
<tr><td>01.003</td><td>15,00,000.00</td></tr>
</table>
Note:<br><br>1. Bidder quoting for the item(s)/groups(s) needs to submit EMD as stipulated against respective item(s)/group(s). In case the bidder quotes for more than one item/group, bidder is required to submit the EMD on cumulative basis for the respective items/groups quoted.<br>2. In case the bidder is bidding for multiple items/groups and EMD submitted is short of aggregate of EMD required for those items/groups, then the evaluation shall be carried out on least cost combination basis to the Owner.</td></tr>
<tr><td>h)</td><td>Last date and time of submission of Earnest Money Deposit (EMD) /Bid Security ( In original hard copy )</td><td>:</td><td>Refer clause 6 of IFB</td></tr>
<tr><td>i)</td><td>Non-Disclosure Agreement (NDA)</td><td>:</td><td>Applicable.</td></tr>
<tr><td>j)</td><td>Opening of Techno-commercial (Un priced) Bids #</td><td>:</td><td>1200 HRS (IST) on 01-06-2026<br>(on-line Opening shall be done)</td></tr>
</table>

| | | | |
|---|---|---|---|
| k) | Contact person for any query/ clarifications for this tender | : | **Queries to be addressed to:**<br>Mr. Eswara Vara Prasad Atta, DGM (SCM-2), Engineers India Limited, 1st Floor, Tower-1, Sector-16, Gurugram, Haryana–122 001.<br>Telephone: +91-124-289 1303 / 1830 / 1384<br>E-mail : varaprasad.atta@eil.co.in , rahul.jain@eil.co.in , d.ganesh@eil.co.in |
| l) | Opening of Priced Bids (on etendering Portal) | : | The Owner will open price bids 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. |

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

**7.3 All revisions, amendments, time extensions, clarifications, etc. to the IFB/Bidding Document shall be uploaded in the e-tendering 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).**

7.4 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.

## 8 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

8.1 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.

EMD/Bid Security shall be in favour of Bharat Petroleum Corporation Limited in the form of Bank draft drawn in favour of Bharat Petroleum Corporation Limited or Electronic Fund Transfer to BPCL Bank Account (Details as per Bid Data Sheet) or Bank Guarantee (BG) / e-Bank Guarantee (e-BG)/ Insurance Surety Bond in the proforma attached with Bidding Document. **The BG shall remain valid for a period Two months beyond Bid validity.**

BG/e-BG shall be submitted by bidder from the list of banks enclosed with the bidding document [attached as **Annexure-B to SPC**]

.

Bid Security shall be only in INR.

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

In case of Insurance surety bond, bidder shall also submit the insurance policy along with the insurance surety bond.

**BG Value upto 1 Crore**: Bank Guarantees from any Scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks and scheduled regional rural banks) as appearing in the second schedule to the RBI Act 1934 Shall be acceptable.

**BG Value Greater than 1 Crores:** Bank Guarantee which are issued by banks having long term issuer rating of “A2” from Moody’s or equivalent from Fitch and S&P in case of the foreign bank and long-term issuer rating of at least “AA” from CRISIL or equivalent from CARE, ICRA and Indian rating in case on Indian Bank, shall be acceptable. In case rating for a bank is available from more than

one rating agency, the lowest such rating shall be considered. Illustrative list of banks meeting the stipulated criteria are attached as **annexure B to SPC**.
However, during currency of BG(s) [other than EMD BG(s)], in case, the credit rating of the bank falls below the credit rating mentioned above, the contractor shall replace the BG from any of the other eligible bank as per above criteria.

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

8.3 In case of bid security in the form of BG/ DD/Insurance Surety Bond bidders shall also be required to submit the original DD/ BG/ Insurance Surety Bond to EIL, preferably before the final extended bid due date but not later than 7 (Seven) calendar days from final extended bid due date . If the Bidder fails to submit Bid Security (BG/ DD) physically in original within the above cut-off date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder on the etendering portal.

In case of EMD in the form of Bank Guarantee, vendors shall provide the SFMS details along with the Bank Guarantee. In case the SFMS details is not made available, then EIL shall take up with the bidder's bank for confirmation of the validity of the Bank Guarantee.

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

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

a. The issuing bank is on SFMS platform.
b. SFMS Message type used is 760 COV and SFMS Delivery report /Message copy is sent along with original BG.
c. For BG amendment, message type 767COV is to be used.
d. SFMS contains following details:
   i. Beneficiary's bank name: ICICI Bank
   ii. IFSC Code: ICIC0000393
   iii. BPCL's Customer ID: BPCL583493800

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

f. BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/ field number 7037of SFMS Delivery Report.
   i. BPCL Location: Kharghar, Navi Mumbai
   ii. Head Office: Ballard Estate
   iii. UIC: BPCL583493800

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

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

**8.6 Following categories of bidders should be exempted from paying Earnest Money Deposit (EMD) :**

Micro or Small Enterprises (MSEs) registered on UDYAM registration portal having valid "UDYAM Registration Certificate", shall be exempted from submission of bid security. Benefit of exemption from Bid Security/EMD to MSE-Traders shall not be applicable.

MSEs shall provide the necessary valid documentary evidence, i.e. UDYAM Registration Certificate, Certification from a practicing Chartered Accountant (CA) (dated after the date of floating of tender and specific to the tender for which bid is being submitted), as per format (Annexure-A) enclosed with Appendix-VI to ITB. MSE Bidders shall be eligible for exemption only if the URC Certificate / URC detail as submitted in the Bid. The Udyam registration certificate shall be verified from GoI Udyam registration portal (present web address is https://udyamregistration.gov.in).The status of the MSE Bidder as on the date of Unpriced Bid opening shall be considered.

In case of an upward change in terms of investment in Plant and Machinery or Equipment or Turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (Micro or Small or Medium) it was in before the reclassification, for a period of three years from the date of such upward change.
In case of upward change in status, Bidder is required to submit the previous certificate also to establish consequent re-classification for claiming exemption of EMD.

**8.7 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.

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

**8.8** Bid security of bidders shall be returned promptly as follows:

| | | |
|---|---|---|
| A | On cancellation/annulment of Enquiry / Bidding document at any stage of the bidding process but before the award of work/ items (as applicable) | EMD of all the Bidders shall be returned at the earliest from the date of such decision. |
| b | Within 30 days of Publishing the result of Unpriced bid evaluation | EMD of Bidders who have submitted late bids/ where un priced bids not opened / whose price bids are not opened. |
| c | After award to the successful bidder | EMD of unsuccessful Bidders whose prices have been opened. |
| d | After order/ contract is effective and submission of CPBG/security deposit by successful bidder | EMD of the Respective successful Bidder(s). |

8.9 No interest will be allowed on EMD/ Security Deposit.

8.10 Also refer Sl. No. 12.3 of ITB

**9 SUBMISSION OF BIDS & VALIDITY:**

*a)* E-tendering *Portal mandates that the bidders are to be registered on the portal. Bidders shall submit their bids through* e-tendering *(https://eprocure.gov.in/eprocure/app ) only.*

*b) All those vendors who have still not registered on the* e-tendering *Portal are required to register on the same for facilitating uploading of their bids on the* e-tendering *Portal failing which it will not*

*be possible for them to upload their bids. Pursuant to registration, the vendors are required to inform regarding* e-tendering portal *registration details.*

*Only* e-tendering *portal registered vendors can upload their bids on the portal. Therefore, all those bidders who have not complied with the above registration requirements will not be eligible to bid. Request for extension in due date of submission of bids due to non registration or delayed registration in* e-tendering *portal shall not be entertained.*

c) *The bid has to be necessarily submitted on the* e-tendering *Portal only. Inability of the bidders to upload their bids on account of not completing the registration with* e-tendering *portal as mentioned above will not be a reason for seeking BDD extension.*

d) *Vendors who have completed the registration on* e-tendering *shall only be allowed to submit the bids through* e-tendering *Portal. Therefore, it is in the interest of the bidders that they register on the* e-tendering *Portal at the earliest.*

e) *The vendor registration on* e-tendering *Portal is a very user-friendly process. However, in case of any doubt, the vendor may contact the 24 X 7 e-tendering Portal helpdesk at Contact No. +91-120-4001 002, +91-120-4001 005 +91-120- 4493 395 and E-mail: eproc@nic.in*

f) *Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Resources Required", "Bidders Manual Kit" etc. are available on home page of https://eprocure.gov.in/eprocure/app facilitating bidders to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration in portal, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission..*

g) *Bid* Validity **:** Refer Bid Data Sheet.

10 **PRE-BID MEETING AND IMPORTANCE OF ATTENDING PRE-BID MEETING:**

10.1 Pre-bid Meeting shall be held on the scheduled date and time as stated in Sl. No. **5.1 d)** above.

10.2 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.

10.3 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.

10.4 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.

10.5 Bidders to note that 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.

10.6 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 e-mail within the date as mentioned against sl. no. 5.1 above. The clarifications to these shall be provided during the pre-bid meeting.

10.7 Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries/ pre bid discussion, shall be intimated to all bidders through the issue of an

Addendum/Amendment. Record notes/Replies of pre-bid meeting shall not be considered as part of RFQ/Bidding Document.

## 11 REVERSE AUCTION

**11.1** Reverse Auction is not Applicable for this Enquiry.

## 12 GENERAL

**12.1 Important Instructions:**

**i) Purchase Preferences (PPP-MSE,2012 / PPP-MII, 2017):**

Bidder is hereby instructed that relevant documents and information pertaining to MSE and PPP-MII, which are necessary for availing the relevant benefits during evaluation, must be updated / uploaded in the designated folder on Etendering portal.

If a bidder is eligible for both preference options i.e., PPP-MSE, 2012 and PPP-MII, 2017, in such cases provisions given under OM dtd 18-05-2023 enclosed with Appendix-II shall be followed.

In addition to valid UDYAM Registration Certificate, MSE bidder shall also submit certification from a practicing Chartered Accountant (CA) (dated after the date of floating of tender and specific to the tender for which bid is submitted), as per format (Annexure-A) enclosed with Appendix-VI to ITB, however this certificate from Chartered Accountants to be submitted after price bid opening only by such MSE bidder who is either lowest evaluated bidder or eligible for purchase preference.

The technical evaluation for MSE eligibility in respect of EMD exemption and purchase preference etc. shall be carried out based on submission of valid UDYAM Registration Certificate by a bidder.

In case the MSE bidder who is eligible for Purchase Preference fails to submit CA certificate for MSE eligibility, it shall not be considered for Purchase Preference under tender terms

12.2 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, etc. including modification of the bid to meet the BQC.

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

12.4 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.

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

12.6 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.

12.7 For detailed specifications, terms and conditions and other details, refer complete RFQ Document.

12.8 Bidder should submit their bid strictly as per the requirements outlined hereunder and as specified in the Bidding Document including Material Requisition.

12.9 EIL / BPCL reserves the right to use in-house information for assessment of bidder's capability for consideration of bid.

12.10 As Purchaser/ Consultant intend to contact directly with suppliers of the goods for which bids are invited, the bids should be prepared by the suppliers and submitted directly to Purchaser. Purchaser/Consultant reserves the right to reject offers made by intermediaries.

12.11 E-bids received online shall be opened on due date and time as specified above. The Bidders who have submitted their Bid will be able to view online the name & status of all the Bidders at their respective windows, after un-priced Bid opening by EIL/BPCL.

12.12 EIL/BPCL will open price bids online. The bidder(s) 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 EIL/BPCL.

12.13 Purchase preference as per government guidelines as applicable from time to time shall be considered.

12.14 EIL/BPCL reserve the right to make any changes in the terms and conditions of purchase and to reject any or all the bids received, at its discretion without assigning any reason whatsoever.

13 **Confidentiality of Document:**

Bidder shall treat the Bidding Document and contents thereof as confidential. Bidder is also required to enter into Non-Disclosure Agreement as per the format provided and shall comply the same

The Commercial Section of Enquiry Document & NDA format can be viewed / downloaded from E-Tendering/ E- procurement website https://eprocure.gov.in/eprocure/app . Bidder to download the NDA format and submit duly filled NDA on e-procurement portal. The acceptance/resubmission or rejection of NDA can be checked from e-procurement Portal and vendor whose NDA is considered acceptable can further download the technical part of Bidding document, BOQ etc and Proceed for Bid Submission on e-procurement portal. The technical part of bidding Document shall be issued to the bidders who submit the PDF format of NDA on e-procurement module along with Power of attorney.

Sr. General Manager
Engineers India Limited, Gurugram

**Enclosures:-**

Annexure-I: Self-Certification for Authentication of all BQC Documents (including MSE Documents)-1 Page
Annexure-II: ERP Format

**Annexure- I to IFB**

**SELF-CERTIFICATION FOR AUTHENTICATION OF ALL BQC DOCUMENTS (INCLUDING MSE DOCUMENTS)**

**RFQ/Bidding Document No.:**
**Item/Work:**

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

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

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

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

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

Specimen Signature of authorized signatory of Bid

Signature
Name & Designation (*proprietor in case of Proprietorship /any two partners in case of Partnership firms (indicate, as applicable)*)

Note:-
In case the PTR/ Financial/ MSE documents (submitted in this enquiry/ tender) have already been submitted duly authenticated and accepted in some other enquiry/ tender of EIL, the same may also be considered for this present enquiry. However, in such a case, bidder shall indicate in their bid that authentication of PTR/ Financial/ MSE documents submitted in this bid has already been submitted to EIL in tender no._____ for the project _____.

## ERP : FORMAT FOR PAST EXPERIENCE OF THE BIDDER (For Sl. No. 2.1 of Technical BQC)

Name of Bidder : _____

Address of Fabrication shop : _____

| Sl. No. | Electric Heater Description | Client | Design Code | MOC | | Year of Completion | Size | Design Heat Duty (kW) | ** Owner Certificate / Inspection Release Note/ Hydrotest Certificate enclosed |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Shell | Sheath | | | | |
| 1. | | | | | | | | | |
| 2. | | | | | | | | | |

**NOTES**

1. This format shall be duly filled-in, stamped and signed by bidder and shall be submitted along with the Bid.
2. Since the information requested in this format shall be utilized to assess the Bidder's capability to execute the subject Project, it would be in the interest of the Bidder to include only those references which are relevant for Bidder Qualification Criteria. The Bidder shall also ensure that all information asked for is furnished and the same is correct and complete in all respects. **Incorrect information furnished in this format shall render the bid / order liable for rejection at any stage of evaluation / work execution, at the risk and cost of the bidder.**
3. For the referred installations, the Bidder shall indicate the name of the User's contact person (along with his address, telephone no., fax no., e-mail id etc.) who may be contacted by the Owner / EIL, if felt necessary.
4. Bidder to submit all relevant drawings and documents duly signed as a documentary proof.
5. References from the proposed fabrication facility / shop / works only shall be considered for evaluation from where the equipment of the MR is proposed to be fabricated and supplied.
6. References listed in the above table **shall only be considered** for technical qualification of the bidder

** Bidder to ensure anyone of these documents along with Purchase Order, Approved GA drawing, Approved Thermal and Mechanical Design Calculation / Report, IRN, Hydrotest report, and any additional document required to support qualification shall be enclosed as documentary evidence.


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# BID DATA SHEET
# (BDS)

| BID DATA SHEET | | |
|---|---|---|
| **S.NO.** | **ITB CL. NO.** | **CONTENT** |
| **1.** | **ITB 2.1, 2.2 & 2.3**<br>**ELIGIBLE BIDDERS** | Enquiry Basis is Domestic Competitive Bidding<br><br>Only Class-I or Class-II Local Suppliers are eligible to bid as per PPP-MII Policy<br><br>In case a bidder does not register on the e-Tendering Portal and as a consequence, does not submit their bid on the Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained. |
| **2.** | **ITB 6.0**<br>**PREBID MEETING** | Applicable (Refer IFB/RFQ for details) |
| **3.** | **ITB 19.2,20.2**<br>**BID SECURITY/EMD** | Applicable<br><br>**EMD if submitted in form of NEFT/RTGS , Bank details are as below**<br><br>STATE BANK OF INDIA<br>SARVODAYA CHAURAHA<br>BINA, DIST. SAGAR (MP) – 470113<br>ACCOUNT NO.: - 32182313019<br>IFS CODE: - SBIN0001427<br><br>**EMD if submitted in form of Bank Guarantee ,e-Bank Guarantee, beneficiary details are as below**<br><br>Bharat Petroleum Corporation Limited,<br>BPCL Office Complex,<br>Business Process Excellence Centre (BPEC),<br>Plot no. - 6, Sector - 2, Behind CIDCO Garden,<br>Kharghar, Navi Mumbai – 410210.<br><br>ICICI Bank<br>Backbay Branch, Mumbai<br>IFSC Code : ICIC0000393<br>BPCL Customer ID: BPCL583493800 |
| **4.** | **ITB 12.4**<br>**INTEGRITY PACT** | Applicable |
| **5.** | **ITB 31.0 EVALUATION AND COMPARISON OF BIDS**<br>Item Wise / Group Wise / Bottomline Evaluation | Item wise |
| **6.** | **ITB 33.0**<br>**PREFERENCE TO MICRO & SMALL ENTERPRISE** | Applicable |

| BID DATA SHEET | | |
|---|---|---|
| **S.NO.** | **ITB CL. NO.** | **CONTENT** |
| **7.** | **ITB 34.0**<br>**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT(DMI&SP)** | Not Applicable |
| **8.** | **ITB 35.0**<br>**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)** | Policy for Public Procurement (Preference to Make in India) is applicable.<br><br>FORM-2 (Bidder to submit duly filled in FORM-2 of Appendix-II to ITB.) |
| **9.** | **SPC**<br>**REPEAT ORDER** | Not Applicable |
| **10.** | **ITB 25.0**<br>**Enquiry issued on ZERO Deviation basis** | Enquiry is issued on Zero Deviation basis except for deviation wherein commercial loading is provided in Bidding Document. |
| **11.** | **ITB 45.0**<br>**Provisions of Category-I MR** | Not Applicable |
| **12.** | **ITB 46.0**<br>**Provisions for Stockist / Traders in case of Pipes, Fittings etc** | Not Applicable |
| **13.** | **SBI Base Rate** | 9.9% |
| **14.** | **Payment Terms** | **A. <u>For Supply:</u>**<br><br>1. 04% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount.<br><br>2. 01% against approval of drawings in Code-1 and against submission of ABG of equivalent amount.<br><br>3. 10% against placement of sub-orders to sub-vendors for Major raw material and submission of ABG of equivalent amount.<br><br>4. 15% against receipt and identification of major specified raw materials at suppliers works and against submission of ABG of equivalent amount<br><br>5. 60% (65% where drawing/doc approval not required) against receipt and acceptance of |

| BID DATA SHEET | | |
|---|---|---|
| **S.NO.** | **ITB CL. NO.** | **CONTENT** |
| | | material at site along with copy of LR, IRN and packing list, Invoice with full taxes, duties and transportation charges.<br><br>6. 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in BPCL/EIL-portal.<br><br>7. 05% on receipt of all material & acceptance of all materials at site..<br><br>**B. For supply of Mandatory Spares:**<br><br>1. 90% against receipt of material at site (after receipt of main equipment at site) along with copy of LR, IRN and packing list, Invoice with full taxes, duties and transportation charges.<br>2. 10% on receipt of all material & acceptance of all materials at site.<br><br>**C. For any services on per diem basis:**<br>100% prorate against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.<br>**D. For any services on lumpsum basis:**<br>100 % on successful completion of service duly certified by EIL/OWNER, as per Purchase Requisition.<br>**E. Annual Maintenance Contract (AMC):**<br>100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by Supplier duly certified by authorized representative of Owner. |
| **15.** | **Part Order** | Applicable |
| **16.** | **AMC** | Applicable<br>The total AMC charges quoted in the price bid for (MR Item no 01.001, 01.002 and 01.003) shall be proportioned year wise as below:<br>Year 1 :16%<br>Year 2 :18%<br>Year 3 :20%<br>Year 4 :22%<br>Year 5 :24% |

| BID DATA SHEET | | |
|---|---|---|
| **S.NO.** | **ITB CL. NO.** | **CONTENT** |
| | | Quoted AMC shall be minimum **1%** of the quoted supply prices of (MR item no 01.001,01.002 and 01.003) respectively. In case a supplier quotes AMC lesser than **1%** of supply price respectively, the differential charges shall be retained from supply prices and shall be distributed for the purpose of payment over the entire AMC period, in similar manner as prescribed for lumpsum AMC charges. |
| **17.** | **Site Work** | Not Applicable |
| **18.** | **Delivery Period** | **Supply: 9 Months** on FOT Project Site basis from the date of FOA. Date of receipt of material at site as certified by site store / owner / EIL shall be considered as date of delivery. |
| **19.** | **Sl. No. 5.4 of ITB** | ECU / EPCM-1 ~~/ U&O/ EPCM-2~~<br>Bina Petro Chemical Unit ~~/ Bina Refinery Expansion~~ |
| **20.** | **Sl. No. 3.3 of SPC**<br>**Price Reduction Schedule (PRS)** | Applicable |
| **21.** | **Sl. No. 16.1 of ITB**<br>**Bid Validity** | 4 Months |
| **22.** | **Sl. No. 'D' of Annexure-A to SPC**<br>**Applicability of Tax Credit** | This MR pertains to EPCM-1 /~~ EPCM-2 / PMC-1~~ scope |

# INSTRUCTIONS TO BIDDERS (ITB)

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## A. GENERAL

### 1.0 SCOPE OF BID

**1.1** In connection with the Request for Quotation (RFQ), Bharat Petroleum Corporation Limited (BPCL) invites e-Bid(s), under single stage two bid system, for the scope of supply and services covered under the RFQ Document.

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

(e) 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, and day means calendar day..

(f) Material Requisition (MR) means the Technical Part of RFQ Document."GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

(g) **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.

E-Tendering/ e- procurement website means Central Public Procurement Portal (CPP portal) i.e. https://eprocure.gov.in/eprocure/app

**1.3** The successful bidder / "supplier" shall complete the Scope of RFQ within the Time Period/Completion Period stated in RFQ document.

## 2.0 ELIGIBLE BIDDERS

**2.1** An Eligible bidder may be a firm or a company, who, have been issued/intimated for issuance of RFQ Document on Limited Competitive Basis or a bidder meeting the BQC criteria as per Invitation for Bids (IFB)/ Notice Inviting Tender (NIT) on Open Competitive basis.

**2.2** In case of limited competitive basis, the bidding is open only to the bidders to whom Bidding Document has been issued or intimation for issuance of Bidding Document has been sent through EIL Tender portal/through e-mail by EIL. (Refer BDS for type of bidding)

**2.3** In case of open competitive basis, the bidding is open to the bidder who intends to submit the Bid, in response to IFB/NIT.

**2.4** A bidder who is on **Holiday Listing / Negative List** of EIL/BPCL/MoPNG or 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 RFQ 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.

**2.5** Deleted

**2.6** Deleted

**2.7** Bidder should not be under Insolvency, liquidation, court receivership or similar proceedings.

**2.8** The bidder shall not be under a declaration of ineligibility by OWNER for Fraudulent practices as defined at clause no. 41 of ITB.

**2.9** 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.

**2.10** Department of Expenditure (Ministry of Finance) of Government of India through OMs no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 has issued the guidelines regarding procurement from bidders from a country or countries sharing Border with India. These guidelines along with their subsequent amendments are available on the website of DoE (https://doe.gov.in/procurement-policy-division) and the same shall be followed as per Government instructions in vogue, as applicable from time to time. In view of the above, Bidder to submit signed and stamped copy of Undertaking with respect to **COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA.** (on Company's Letterhead) attached with Appendix-I of this ITB for compliance.

**2.11** Ministry of Petroleum & Natural Gas (MoPNG) vide File no. FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022, have issued a directive that Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG, Joint Ventures that have 51% of more equity by one or more Public Sector Undertakings under MoP&NG. Copy of the notifications is available on MoPNG website.

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 details.

**3.0** Deleted

## B. CONTENTS OF BIDDING DOCUMENT

### 4.0 BIDDING DOCUMENT

**4.1** The RFQ document shall consist of Commercial & Technical Section.

**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. Notice Inviting Tender (NIT) / Invitation for Bids (IFB) {If applicable}

ii. Request for Quotation (RFQ), Instructions to Bidders and its Appendices

iii. Bid Data Sheet (BDS)

iv. Bidding Forms

v. Special Purchase Conditions (SPC) and its Annexure

vi. General Purchase Conditions (GPC)

vii. Additional Documents Mentioned in RFQ / BDS

viii. Price Schedule

ix. Material Requisition (MR)

**4.3** 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 and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of BPCL/EIL immediately and prior to submission of Bid.

**4.4** The bidder is expected to examine the RFQ document downloaded from the e-Procurement Portal, bidding guidelines receipt from BPCL or available on BPCL website, all instructions, formats, terms, specifications and drawings etc., enclosed in the RFQ 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 RFQ documents or submission of a bid not substantially responsive to the RFQ documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

**4.5** RFQ document once issued in case of limited competitive bidding is non-transferable. However, in case of Open Competitive Bidding, since the RFQ 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 Order of precedence**

The documents forming the Purchase Order are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as per clause no. 42 of General Purchase Conditions (GPC).

### 5.0 SITE VISIT

**5.1** For Scope involving Site Work, 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.

**5.2** 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.

**5.3** The bidder or any of its personnel or agents will be granted permission by the 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 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.

**5.4** For site visit, Bidder may contact the following persons in BPCL:

| | | |
|---|---|---|
| **ECU**<br>Name: Mr. MP Agrawal<br>Designation: GM ( ECU Project-BPREP)<br>Email: agrawalmp@bharatpetroleum.in<br>Mobile: 9892517880<br><br>**U&O**<br>Name: Mr. RH Panchal<br>Designation: GM ( U&O), BPREP<br>Email: panchalrh@bharatpetroleum.in<br>Mobile: 9819141449 | EPCM-2<br>Name: Mr. R B Hajare<br>Designation: GM BPREP (Site Enabling)<br>Email: hajarerb@bharatpetroleum.in<br>Mobile: 9619566515<br>Telephone: 07560-226314 | PMC (PP/Butene1)<br>Name: Mr. Gunesh V Sawant<br>Designation: CM (Civil-BPREP)<br>Email: sawantgv@bharatpetroleum.in<br>Mobile: 9820441916 |

## 6.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

**6.1** 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.**

**6.2** Pre-bid meeting shall be attended by competent representative(s) of the bidder.

**6.3** Replies to the pre-bid queries will be uploaded in e-procurement portal**.** After pre-bid meeting, no further queries will be entertained from the bidders. The response of pre bid queries shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

**6.4** The bidders may carry their qualification documents in case they desire them to be reviewed by BPCL/EIL officials during the pre-bid meeting.

**6.5** **Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries / pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.** Record notes of pre-bid meeting/reply to pre-bid queries shall not be considered as part of RFQ.

## 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 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 item 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 post their intention to bid for the tendered item in the designated place of EIL's tendering portal.

## 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 case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and

signed by Local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India.

**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 along with the respective originals as specified in RFQ 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 Portal only.** Electronic Bids (e-bid) shall be submitted on e-procurement Portal as per available functionalities.

Bidders to upload the unpriced bid (comprising of bid security, technical bid, other documents, e.t.c.) and priced bid (offer prices) strictly at designated place on e-procurement Portal. Offer prices shall not be mentioned at any place other than the designated field(s) provided on e-procurement Portal.

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

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

(b) Bidder's General Information (**Form-A**).

(c) Bidder Qualification Documents (if applicable) as per requirement specified in IFB.

(d) Techno-Commercial compliance to terms & Conditions of Bidding Document (**Form-B**).

(e) Duly filled and signed copy of Agreed Terms And Conditions (ATC)( **Form-C) & its annexure.**

Wherever foreign bidder is also sourcing supply / services from India, they shall also submit ATC ((For Indian Bidders / Indian Sourced Components By Foreign Bidders), in addition to ATC (For Foreign Bidder)

(f) Bank Certified Mandate Form as per **Form-D** duly signed and stamped with the Banker's certification along with cancelled cheque (Applicable for Indian Bidders).

(g) Self-declaration by bidder regarding Holiday/ Negative listing/Insolvency/ Arbitration/ Litigation etc. **(FORM–G**)

(h) Duly filled and signed copy of **Integrity Pact** (as per **Form-H)** .

(i) GST Breakup, as per **Form-I for Indian Bidders**

(j) Declaration of holiday listing, conviction under prevention of corruption act / IPC or any other law (**Form-J**)

(k) Self Certification by Bidder under PPP-MII Order, 2017 towards mandatory minimum Local Content (**FORM-2)** attached with Appendix-II of this ITB), if applicable.

(l) Unpriced copy of Price Schedule Indicating 'Quoted' for the "Price" column and 'NQ' for "not quoted".

(m) Copy of valid Certificate for registration as MSE & SC-ST Certificate of registration (if applicable) towards claiming purchase preference as per Public Procurement Policy 2012.

In addition to valid UDYAM Registration Certificate, MSE bidder shall also submit certification from a practicing Chartered Accountant (CA) (dated after the date of floating of tender and specific to the tender for which bid is submitted), as per format (Annexure-A) enclosed with Appendix-VI to ITB, however this certificate from Chartered Accountants to be submitted after price bid opening only by such MSE bidder who is either lowest evaluated bidder or eligible for purchase preference

(n) Duly signed & stamped copy of Addendum / Amendment (if any).

(o) Technical Compliance/ datasheets/ documents, required as per Material Requisition, wherever applicable.

(p) Unpriced copy of Details of Built-in CIF Value of Import Content (For Indian Bidders) with item wise details & rates of Customs Duty considered as per FORMAT-CIF/CD, if applicable indicating "Quoted/Not Quoted(as applicable)".

(q) Power of Attorney in the name of authorized signatory signing the Bid and who possesses the DSC Key on behalf of the bidder's company to sign the e-bid , that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder. **(applicable only for Open Enquiries)**

(r) Signed and stamped copy of Undertaking on Company's Letterhead (Form-IA & Form II) attached with Appendix-I of this ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Border with India.

(s) Scanned copy of Bid Security ***(on e-tender portal)*** and original bid security (***in hard copy***)

(t) Scanned copy of certified documents towards proof of meeting Technical and Financial Bidder Qualification Criteria. **[only in case of open competitive bidding (NIT / IFB)]**

(u) Tax residency certificate and other information in a form no. 10F **(Form-N),** [Applicable for Foreign Bidders Only]

(v) Any other document required as per Technical Specifications; and

(w) Any other document as required in RFQ/ BDS.

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

**12.2 Priced Bid (through e-tender portal)**

Bidder shall fill-in the prices at designated field(s) available on e-procurement Portal only.

**12.3 Submission of Earnest Money Deposit (EMD) in Original**

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

Note: In case 7th calendar day happen to be a declared holiday in EIL Gurugram, the next working day shall be considered.

**The envelope shall be titled "EMD in original" with the Name of the Item, 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:**

Ms. Sangitta Ghuliani, Sr. General Manager (SCM)
Engineers India Limited,
Tower-1, 1st Floor, R&D Complex
Sector-16, Gurugram
Haryana-122001
Telephone : +91 (0) -124-289-1284
E-mail : sangitta.ghuliani@eil.co.in ,

**BPCL's Bank Details for EMD:**

STATE BANK OF INDIA
SARVODAYA CHAURAHA
BINA, DIST. SAGAR (MP) – 470113
ACCOUNT NO.: - 32182313019
IFS CODE: - SBIN0001427

MICR CODE: - 470002101

**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 RFQ as Form-H of Bidding Forms**), wherever required as per Bid Data Sheet. **Non-submission of Integrity pact may lead to not considering their bid for further evaluation**.

12.4.2 Deleted

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. If the Bidder is a partnership firm, this agreement must be signed by all partners.

**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 (as a single bidder or as a member of consortium) 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 or as a consortium, 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. However, if any of such sub-contractors / sub-vendors happens to be the bidder also, Clause No. **13.1** i) above shall be applicable.

**14.0 BID PRICES AND DISCOUNTS**

**14.1** Prices shall be furnished strictly in the appropriate field(s) available on e-procurement Portal. Bidder shall not quote any discount separately for any item or on overall price. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.

**14.2** Rates/ prices quoted by the bidder shall remain **FIRM, FIXED AND VALID** till the completion of the scope of supply/Works (as applicable) and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.

**14.3** The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of the RFQ documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply,

specifications, standards, drawings, GPC, SPC or any other part of RFQ Document, the prices quoted shall be deemed to be inclusive of full and final cost incurred for such activity(ies).

**14.4** It shall be the responsibility of the Bidder to duly enquire of their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Custom Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL.

**14.5 Price basis w.r.t inclusion/exclusion of taxes**

i. The quoted price for Indian Bidders / Indian sourced components shall be deemed to be exclusive of GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable) and inclusive of all other taxes and duties.

ii. In case of foreign bidders, bidders shall submit their prices on FOB International sea port of exit basis (INCOTERM 2020), unless otherwise stated in the bid document. FOB prices quoted shall be inclusive of all applicable taxes upto FOB international port of exit. Further, ocean freight charges shall be quoted upto sea port of Entry in India i.e. Nhava Sheva Port.

**For Instrumentation Items:** In case of air transport (wherever allowed as per Enquiry Document), foreign bidders shall submit their prices on FCA international port of exit basis (INCOTERM 2020), unless otherwise stated in the bid document. FCA prices quoted shall be inclusive of all applicable taxes upto FCA international port of exit. Further, Air freight charges shall be quoted upto air port of Entry in India i.e. Mumbai Port.

iii. Inland Transportation charges (In India) upto project site, if sought separately, shall be exclusive of GST.

iv. Site work prices, if applicable shall be inclusive of all taxes and duties but exclusive of GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.

v. Prices of per diem supervision charges, hazop study, 3D modelling, training/AMC, if applicable (executed in India) shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in their country.

**14.6** All duties, taxes, and other levies payable shall be as per Special Purchase Conditions (SPC).

**14.7** It shall be the responsibility of the Bidder to duly enquire on their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Customs Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL.

**14.8** **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**

**15.1** In case of Indigenous Enquiry:

Bidding currency shall be Indian Rupees.

**15.2** **In case of Global Enquiry:**

For Indigenous bidders:

Bidding currency shall be Indian Rupees.

For Foreign bidders:`

Foreign Bidders are required to quote in US Dollars/Euro/Indian Rupees. Payment shall be made in respective currency of quote.

**15.3** However, evaluation shall be done based on value in INR as per conversion rate published by RBI reference rate as on the date of price bid opening. If RBI reference rate is not available for the date of Price Bid opening, the latest available rates of RBI shall be considered for Price Bid Evaluation.

In the absence of RBI reference rate, SBI TT Sell (Telegraphic Transfer) reference rate on the date of price bid opening or the latest available will be considered. In absence of RBI reference rate, SBI TT reference rate, the conversion Rate shall be taken from the Internet such as:

https://www.xe.com/currencyconverter

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

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

**16.0 PERIOD OF VALIDITY OF BIDS**

**16.1** Bids shall remain valid for the period specified in the BDS from 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**.

**16.2** Deleted

**16.3** 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.

**16.4 Single Point Responsibility of the supplier**

i. In case of MRs containing supplies as well site work/ services, a single order, covering the supply part as well site work/ services, shall be placed. Refer SPC for details.
In case a foreign supplier sources supplies / services within India, the terms & conditions shall be applicable as specified in relevant annexure of SPC.

**16.5** Deleted

**17.0 POWER OF ATTORNEY (Applicable for open enquiries only)**

The bidders shall be required to submit the **Power of Attorney (POA) on** e-procurement portal along with the e-Bid**, in the name of authorized signatory signing the Bid and who possesses the DSC Key on behalf of the bidder's company to sign the e-bid and subsequent submissions on behalf of the Bidder**. However, in case of General Power of Attorney, photocopy duly attested by **Chief Financial Officer (CFO) / Chief Executive Officer (CEO) / Company Secretary (CS) / any Functional Director in the Board of Directors** is also acceptable.

In case of Foreign Bidder who does not have digital signature issued by an Indian Certifying Authority, he can authorize his Indian representative to use the representative's digital signature to upload the bid on behalf of foreign bidder. In such a case, the authority letter shall be submitted along with the e-bid with the Original signed authority letter along with the Power of Attorney.

In case of e- tendering, hard copy of Power of Attorney is not required & scanned copy will suffice.

Bids shall be signed by the authorized signatory of the bidder. 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.

**18.0** Deleted

## D. SUBMISSION AND OPENING OF BIDS

**19.0 DEADLINE FOR SUBMISSION OF BIDS**

**19.1** Bidders shall submit their bids electronically in the e-tendering portal, within the date and time **specified in the RFQ Covering Letter** or any extension thereof.

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 Portal 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.

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

**19.3** EIL / BPCL 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 EIL /BPCL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**20.0 LATE BIDS**

**20.1** 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.

**20.2 In the event the Bid Security in original is not submitted within the deadline, as per Enquiry Document, the bids shall be declared late and shall be liable for rejection, notwithstanding the fact that the bid has been submitted in electronic form within the deadline. However, in case of exemption from submitting Bid Security under MSE, then bidder shall submit the documentary evidence of the same.**

**20.3** Unsolicited bids or bids being submitted to place/website other than one specifically stipulated in the RFQ documents shall not be considered for opening/ evaluation / award

**21.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

**21.1** 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 of e-tendering Portal**.**

**21.2** 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. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD/Bid security.

**22.0 BID OPENING**

**22.1** 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

**22.2** 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 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 (through CPP Portal) 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.

**22.3** If a supplier / an agency is placed on **Holiday Listing / Negative List** of EIL / BPCL/MoPNG 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/ MoPNG 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/ MoPNG after opening of priced bids and such a supplier/ agency happens to be the lowest bidder, then further course of action shall be decided by BPCL/EIL.

## E. EVALUATION AND COMPARISON OF BIDS

**23.0 CONFIDENTIALITY**

**23.1** 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.

**23.2** 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.

**23.3** Notwithstanding Clause No. **23.2** 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.

**24.0 DETERMINATION OF RESPONSIVENESS**

**24.1** 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.

**24.2** 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

**24.3** 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.

**24.4** BPCL/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.

**25.0 BID REJECTION CRITERIA**

**25.1** All queries related to scope shall be clarified before bid submission. Wherever enquiry is issued on "Zero deviation basis" (Refer BDS for applicability), 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.

**25.2** Wherever enquiry is not floated on "Zero deviation basis" (Refer BDS for applicability), following rejection criteria shall be applicable:

i) Bid Security/EMD, wherever applicable.
ii) Arbitration clause
iii) Defects liability period
iv) Bid Validity
v) Schedule of Rates/Prices
vi) Time schedule
vii) Price Reduction Schedule (PRS) /Liquidated Damages for delay (Refer Note below)
viii) Payment Terms (Refer Note below)
ix) Performance Security/Security Deposit/Performance Bank Guarantee
x) Mobilization advance provisions
xi) Termination and Suspension
xii) Force Majeure
xiii) Scope of Work/Scope of Supply
xiv) Integrity Pact
xv) Any other mandatory declarations mentioned elsewhere in the bidding document.

Bidders shall adhere to the above 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.

***Note:- Except for the deviations w.r.t. PRS and payment terms where loadings are defined in Appendix-III to ITB.***

**26.0 CLARIFICATION OF BIDS**

**26.1** 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.

**26.2** 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.

**26.3** 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.

## 27.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

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

i) Fulfils the technical, 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 EIL/BPCL deemed necessary or prudent to be taken into consideration.
iv) EMD / Bid Security as per the requirement specified in IFB(open competitive bidding)

**27.2** EIL/BPCL 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.

**27.3** Bidders who are enlisted with EIL are required to quote as per their capabilities registered with EIL (applicable in case of limited enquiries)

**27.4** 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.

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

**27.6** Technical or commercial queries shall not be raised. However, EIL reserves the right to raise queries in exceptional 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.

**27.7** In case of MRs (group/ basket/ block/ itemwise) / Lumpsum Enquiry, during unpriced evaluation if a bidder has not quoted any part/component etc, the bid of such a bidder for the corresponding group/ basket/ block/ item (or the entire MR/ lumpsum Enquiry, in case there is only one group/ block) shall stand rejected. However, EIL reserve the right to ask the bidder to absorb the same. Non-compliance shall result in rejection of corresponding item/group/block.

It is clarified here that for grouped/ basket/ block, if any item not quoted, the offer shall be rejected for that group/ basket/ block without any CQ/ TQ.

In case, the above is discovered post priced bid opening, such bidder's bid shall not be considered for evaluation for the corresponding group/ block or entire MR/ tender, if there is only one single group/ block. In such an event, the lowest bidder shall be determined out of the remaining bidders.

## 28.0 OPENING OF FINANCIAL (PRICE) BID

**28.1** Priced 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, time of price bid opening through eTendering portal.

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

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

## 29.0 CORRECTION OF ARITHMETICAL ERRORS

The prices quoted by bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the bidder in the SOR/price schedule formats. If some discrepancies are found between the rate / amount given in figures/words, the total amount shall be corrected as per the following procedure, which shall be binding upon the bidder:

i) When there is a discrepancy between the rate in figures and in words for an item, the rate which corresponds to the amount shall be taken as correct.

ii) When the rate quoted by the bidder in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

iii) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate.

## 30.0 CONVERSION TO SINGLE CURRENCY

Evaluation shall be done based on value in INR as per conversion rate published by RBI reference rate as on the date of price bid opening. If RBI reference rate is not available for the date of Price Bid opening, the latest available rates of RBI shall be considered for Price Bid Evaluation.

In the absence of RBI reference rate, SBI TT Sell (Telegraphic Transfer) reference rate on the date of price bid opening or the latest available will be considered. In absence of RBI reference rate, SBI TT reference rate, the conversion Rate shall be taken from the Internet such as:

https://www.xe.com/currencyconverter

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

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

## 31.0 EVALUATION AND COMPARISON OF PRICE BIDS

**31.1** **EIL shall compare the price bids based on the evaluation methodology and loading criteria (as per Appendix-III to ITB & Clause no. F (evaluation methodology w.r.t taxes) provided in Annexure-A to SPC to determine the lowest evaluated bid.**

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

**31.3** 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 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.

**31.4** In case unsolicited price increase is sought by L1 bidder after price bid opening and the bidder does not agree to withdraw the price increase, the bid of such bidder shall be rejected. In such case, the enquiry shall be refloated and EMD of the Bidder shall be forfeited and further punitive action as per company policy shall be taken against the Bidder

**31.5** Deleted

**31.6** If a bidder submits prices in un-priced part of bid, such prices shall not be considered. The prices as submitted in the price part only shall be considered for evaluation and ordering, if any. If prices are not found in the price part and even if mentioned elsewhere, the bid shall be rejected. Wherever e-procurement is followed, prices uploaded at the designated priced folder of the e-tendering website shall only be considered.

**31.7** Deleted

**31.8 Tie Among Lowest Evaluated Prices**

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

**31.9** Deleted

**31.10** Deleted

**31.11** Deleted

**31.12 REVERSE AUCTION**

Reverse auction is not applicable.

**32.0 EIL / BPCL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

**32.1** EIL/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 EIL / BPCL.

**33.0 PREFERENCE TO** MICRO OR SMALL ENTERPRISES

**33.1** Preference, if applicable to MSEs, shall be as per BDS. Refer **Appendix – VIII** to ITB for detailed provisions.

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

**34.1** Refer **Appendix – IV** TO ITB

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

**34.3** As per the DMI&SP policy, affidavit is required to be issued by the manufacturer. Accordingly, bidder (except Traders / Stockists) shall furnish self-certification as per the format enclosed with the policy else bid of such bidder shall be rejected.

In case of Traders / Stockists, following need to be submitted :

i.) Authorization letter from the Domestic Indian Manufacturer.

ii.) Affidavit issued by the Domestic Indian Manufacturer as per the format enclosed with the policy and made part of bidding document.

Only those Traders / Stockists who complies above requirement shall be considered.

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

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

**35.2** Deleted

## F. AWARD OF CONTRACT

**36.0 AWARD CRITERIA**

**36.1** Pursuant to clause no. 28.0 and Clause no. 32.0 of ITB, BPCL shall place Purchase Order to the bidder(s) who has (have) been determined to be the lowest successful bidder(s) for item(s) / Group(s) of MR as per the item wise / GroupWise ordering philosophy defined in Bidding Document..

**36.2** In case of MRs containing supplies as well site work/ services, a single order, covering the supply part as well site work/ services, shall be placed. Refer SPC for details.

In case Indian arm of a foreign bidder does site work, separate order may be issued by referring to the main PO for tax compliance purpose. (if requested by Foreign Principal).

**37.0 NOTIFICATION OF AWARD**

**37.1** Prior to the expiration of the period of bid validity, BPCL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter called the "**Letter of Acceptance (LOA)/ Purchase Order (PO) {**In case LOA is not issued}" shall specify the sum that the BPCL will pay the Supplier in consideration of the execution and completion of the Supply/Works. The notification letter will constitute the formation of the contract.

**37.2** The Delivery Schedule shall commence from the date of issue of LOA /PO (In case LOA is not issued) .

**37.3** PO shall contain price, delivery and other salient terms of bid and RFQ Document.

**37.4** Bidder will be required to acknowledge receipt of the same by returning "Copy of the LOA / PO" duly signed and stamped by the bidder as a token of acknowledgement to EIL/ BPCL.

~~**38.0 Deleted**~~

~~**39.0 *Deleted***~~

## G. MISCELLANEOUS

**40.0 CARTEL FORMATION**

**40.1** 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.

**41.0 FRAUDULENT PRACTICE**

**41.1** 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.

**41.2** 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.

**41.3** 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.

**41.4** 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.

**41.5** 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.

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

**42.0 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.

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

**44.0 Deleted**

**45.0 Category-*I MR (Refer BDS for applicability):***

i) In case of Category-I MR, no technical offers are invited and no correspondence may be entered into or entertained after bid submission.

ii) **No technical details of any nature shall be included in the offer and if the offer contains any technical deviations or clarifications or stipulates any technical specifications, the offer shall be liable for rejection.**

iii) The submission of prices by vendor shall be construed to mean that the vendor has confirmed compliance with all technical specifications of the correspondence item.

**46.0 Provisions for Stockist / Traders in case of Pipes, Fittings etc (Not Applicable for open / NIT Enquiries)**

**46.1** Stockists shall supply the items with 3.2 certification from EIL approved mills/ manufacturers for the approved range (i.e., size/ metallurgy/ thickness) only. List of approved manufacturers alongwith their approved range shall be sought from EIL in case the same is not available with the stockist / trader. The list is as per the present status of manufacturers/ mills approved in EIL. However, In case of placement of order on stockists, they shall verify the status of approved mills/ manufacturers from Inspection Agency before placing their suborders. List of approved manufacturers is proprietary information of EIL. Accordingly, stockists shall not share/ disclose it anywhere. This list has to be used by stockists for bidding purpose in EIL only.

**46.2** After order placement by EIL, sub orders copies shall be furnished by stockists to Inspection Agency for verification. Incase, the materials are already available with stockists while quoting/

order placement by EIL, the documents for these items shall be subject to verification by Inspection Agency

**46.3** Wherever compliance to DMISP policy is applicable, items shall be sourced only from EIL approved domestic mills/manufacturers.

**46.4** Manufacturers/mills which are on holiday list of BPCL/EIL shall not be considered for sourcing the material.

# APPENDIX-I TO ITB

# COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA.

Annexure-V TO ITB

## 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.



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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;



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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.



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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.



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## BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

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

**Notes:**

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

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

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

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



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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**



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

**Order (Public Procurement No. 4)**

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

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

**Requirement of registration:**

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

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

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

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

**Applicability:**

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



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a) to all Autonomous Bodies;

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

c) to all Central Public Sector Enterprises;

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

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

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

**Definitions:**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

*Explanation:-*

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

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

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership 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.]



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

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

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

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

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

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

**Sub-contracting in works contracts**

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

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



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**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.

23/02/2023

(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.



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**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 |



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**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 |



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**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 |



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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 under Order (Public Procurement) No.1].

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

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

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

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

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

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

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

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

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

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

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



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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.]



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**Special Cases**

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

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

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

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



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**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—



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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



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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.]"

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# APPENDIX II TO ITB

# PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII)

Annexure -1

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.

i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
   ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
   iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**
   a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
   b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
   c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
   d. **Reciprocity Clause**
      i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
      ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
      iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
      iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
      v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
   e. Specifying foreign certifications/ unreasonable technical specifications/

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

19/2/24

(Himani Pande)
Additional Secretary to the Government of India
Tel: 011-23038888
E-mail: ashp.dpiit@gov.in

**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.<br>ii.<br>iii.<br>iv. |
| b. | License/Royalties paid/ Technical Expertise cost etc. for the items sourced from outside India<br>i. License<br>ii. Royalties Paid<br>iii. Technical Expertise Cost<br>iv. other | i.<br>ii.<br>iii.<br>iv. |
| DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER | | |
| c. | Details of Items | OEM Certificate for country of origin |
| | i.<br>ii.<br>iii.<br>iv. | i.<br>ii.<br>iii.<br>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.<br>ii.<br>iii. |
| b. | License/Royalties paid/ Technical Expertise cost etc. for the items sourced from outside India<br>i. License<br>ii. Royalties Paid<br>iii. Technical Expertise Cost<br>iv. other | <br><br>i.<br>ii.<br>iii.<br>iv. |
| DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER | | |
| c. | Details of Items | OEM Certificate for country of origin |
| | i.<br>ii.<br>iii. | i.<br>ii.<br>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:

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

**OFFICE MEMORANDUM**

**Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.**

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

**Guidelines**

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

| Category | Terminology |
|---|---|
| Supplier is both MSE & Class-I local supplier. | "MSE Class-I local supplier" |
| Supplier is MSE but not Class-I local supplier. | "MSE but non-Class-I local supplier" |
| Supplier is not MSE but is Class-I local supplier. | "Non-MSE but Class-I local supplier" |
| Supplier is neither MSE nor Class-I local. | "Non-MSE non-Class-I local supplier" |

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/5/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

**Annexure**

**Example explaining applicability in scenario explained in para 4 c (a)(iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

**Item** – Desktop computer

**Qty** – 50 Nos.

**Details of bids received**

| Sr. No. | Name of bidder | Rates quoted | Price Ranking | Status of bidder |
|---|---|---|---|---|
| 1. | A | 100 | L1 | "Non-MSE non- Class-I local supplier" |
| 2. | B | 110 | L2 | "Non-MSE but Class-I local supplier" |
| 3. | C | 112 | L3 | "MSE but non- Class-I local supplier" |
| 4. | D | 115 | L4 | "Non-MSE but Class-I local supplier" |
| 5. | E | 118 | L5 | "MSE but non- Class-I local supplier" |
| 6. | F | 120 | L6 | "MSE Class-I local supplier" |

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

***

**File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)**
**Government of India**
**Ministry of Petroleum and Natural Gas**
**(Flagship Programme Cell)**
****

Shastri Bhawan, New Delhi
Dated 26th April, 2022

To,

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

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.

b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.

c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

26/04/2022

(Santanu Dhar)
Under Secretary to the Govt. of India
Tel.: 011-23388652

**Copy to:**

a. PS to Minister, PNG
b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

**Copy for information to:**

Secretary, DPIIT

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# APPENDIX-III TO ITB

# EVALUATION CRITERIA FOR COMPARISON OF BIDS

# &

# COMMERCIAL LOADING OF OFFERS IN CASE OF DEVIATIONS

**Appendix-III**

## EVALUATION CRITERIA FOR COMPARISON OF BIDS

1.1 **Where only Indian Bids are under comparison**

* Bids shall be evaluated on the basis of net effective price i.e. landed cost at Site i.e. supply, transportation, site work, supervision, Hazop, Training, PWAMC etc, as applicable minus Set off benefit available to BPCL
* If a supplier does not quote freight charges, his supply price shall be considered as inclusive of Freight Charges including GST.

1.2 **Where only Foreign Bids are under comparison**

- Bids shall be evaluated on CFR basis considering firm freight as-quoted by bidders. Additionally, the following shall also be considered i.e. site work, supervision, Hazop, Training, PWAMC etc as applicable.

1.3 **Where Indian as well as Foreign Bids are under comparison**

**Domestic Bidders:**

- Bids shall be evaluated on the basis of net effective price i.e. landed cost at Site i.e. supply, transportation, site work, supervision, Hazop, Training, PWAMC etc, as applicable minus Set off benefit available to BPCL
- Notional loading towards EIL inspection charges @1% of FOT Dispatch point price), shall be considered.
- If a supplier does not quote freight charges, his supply price shall be considered as inclusive of Freight Charges including GST.

**Foreign Bidders:**

- Bids shall be evaluated on the basis of landed cost at Site including the charges of inspection by third party inspection agency, all duties, taxes and transportation charges as under less input tax credit available to BPCL on GST (of applicable):

| Sl. No. | Head | Basis |
|---|---|---|
| 1 | F.O.B. Price | As quoted by the bidder (including stowage charges in case of pipes*) and including Third Party Inspection charges.<br>* Stowage charges, if not included in the quoted FOB Price, the same shall be loaded @ 10% of freight quoted by the bidder. |
| 2 | Add Ocean freight: | Firm freight as quoted by bidders, |
| 3 | Add Marine insurance | @1% of FOB price |
| 4 | Add Customs Duty | Prevailing rate on CIF value |

| Sl. No. | Head | Basis |
|---|---|---|
| 5 | Add Port handling charges | @ 2% of CIF value. |
| 6 | Add Inland freight charges from Port of Entry in India to project site(s) | @1 % of CIF value |
| 7 | Add L/c Charges | @ 1% of FOB Price |
| 8 | Commercial Loadings, If any. | On FOB value |
| 9 | Less – Input Tax Credit (ITC) | Input tax credit of IGST, as applicable |
| 10 | **FOT SITE PRICE** | **Sum (1 to 8) - less (9)** |

Wherever offer of Foreign Bidders includes supplies/services sourced within India, such supplies/services shall be evaluated in accordance with provisions mentioned for domestic bidders under Sl. No. 1.3 above

GENERAL :

1.4 Any special dispensation to customs duty like multilateral/bi-lateral trade agreements between countries as furnished by bidder in their bid shall be taken care provided the details w.r.t. applicability alongwith supporting document has been submitted.

1.5 Cost of Mandatory spares if identified in the Material Requisition, commissioning spares and special tools and tackles will be considered for price evaluation of bids.

1.6 Costs of Spares for two years normal operation and maintenance and unit rates for addition / deletion shall not be considered for evaluation.

1.7 If a foreign bidder does not quote ocean freight charges and does not accept the ocean freight in his scope, offer of such bidder shall be rejected.

1.8 Commercial loading shall be done on FOT dispatch Point /FOB price, (wherever applicable as per Enquiry Document))

1.9 Technical Loading if applicable as per MR shall be considered for evaluation.

1.10 No. of mandays towards per diem services shall be as mentioned in BoQ / Price schedule.

**1.11 <u>Taxes/Duties (For Indian bidders / Indian sourced components/services by foreign bidder):</u>**

i. Taxes and duties will be loaded as applicable. In case bidder does not furnish rate of GST or mention wrong rate of GST, clarifications shall be sought from the bidder.

However even after clarifications, if a bidder does not furnish the correct rate of GST, bid shall be evaluated with highest of the rate quoted by other bidders and same shall be considered for ordering.

Wherever bidder has mentioned the HSN/ SAC code quoted, rate corresponding to HSN/ SAC code shall be considered

However, payment of GST shall be made at actual. In case actual GST rate is more than the rate indicated in PO the excess GST amount shall be deducted from the base price, provided the increase in the rate of GST is not due to statutory variation.

ii. Any wrong interpretation in rate of custom duties shall be on bidder's account. However, if actual rate is less than the quoted rate of custom duties, differential amount shall be passed on to the owner / shall be recovered from the supplier's invoices.

1.12 Any special dispensation to customs duty like multilateral/bi-lateral trade agreements between countries as furnished by bidder in their bid shall be considered for evaluation provided the details w.r.t. applicability alongwith supporting document has been submitted.

1.13 Evaluation shall be done based on value in INR as per conversion rate published by RBI reference rate as on the date of price bid opening. If RBI reference rate is not available for the date of Price Bid opening, the latest available rates of RBI shall be considered for Price Bid Evaluation.

In the absence of RBI reference rate, SBI TT Sell (Telegraphic Transfer) reference rate on the date of price bid opening or the latest available will be considered. In absence of RBI reference rate, SBI TT reference rate, the conversion Rate shall be taken from the Internet such as:

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

**Appendix-III**

## COMMERCIAL LOADING OF OFFERS IN CASE OF DEVIATIONS

-

1.1 **Basis of Loading**

The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices.

1.2 **Payment Terms**

1.2.1 Any differential payment terms offered by bidder against the terms specified in the RFQ/ GPC shall be loaded considering SBI base rate prevailing on the date of issue of enquiry plus 1% for the relevant period as under

| | |
|---|---|
| Drawing approval | 80% of the delivery period |
| Order on sub Vendors | 75% of the delivery period |
| Receipt of raw material at vendor's works | 50% of the delivery period |
| %age payment against dispatch Documents instead receipt & acceptance at Site (Specified in RFQ) (Indian bidder) | Interest for Three month |
| % age payment against dispatch document instead of Final document as per Purchase Requisition (Specified in RFQ) | Interest for One month |
| %age payment against receipt of material at site instead acceptance of material at site (Specified in RFQ) (Indian bidder) | Interest for One month |

Period of any other stage shall be suitably decided at the time of evaluation.
Payment against dispatch documents through bank is not acceptable. In case bidder insists for the same, bid shall be liable for rejection.

1.2.2 Advance along with LOA/PO will not be allowed. If a supplier insists for advance payment along with LOA/PO, his offer shall be rejected.

1.3 **Price Reduction Schedule (considering GPC clause of 0.5% un-delivered order value (UDOV) ~ 5% total order value (TOV))**

In case a Supplier does not accept the delayed delivery clause and/or takes any deviation (indicates penalty clause/Liquidated Damages in place of Price Reduction Clause) or takes exception to the percentage rate mentioned in GPC, the offer of such supplier(s) shall be loaded as under:

0.5% UDOV to 5%TOV : No Loading
0.5% UDOV to 5% UDOV : 2.5%
0.5% UDOV to less than 5% TOV : Differential between the Offered % and 5%
**Any other deviation**/Liquidated damages/penalty or non acceptance of price reduction schedule : 5%

1.4 **Price variation :**

Where price variation is stipulated by bidder in their bid, the loading shall be as follows:

| | | |
|---|---|---|
| a) | Firm Price | No loading |
| b) | In case of Price Variation formula with ceiling | Loading by ceiling percentage offered. |
| c) | No formula and/or no ceiling specified by the bidder | Offer shall be rejected |

# Appendix-IV to ITB

# Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-26052025-263378
CG-DL-E-26052025-263378

असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 298] नई दिल्ली, सोमवार, मई 26, 2025/ज्येष्ठ 5, 1947
No. 298] NEW DELHI, MONDAY, MAY 26, 2025/JYAISTHA 5, 1947

## इस्पात मंत्रालय

## अधिसूचना

नई दिल्ली, 26 मई, 2025

सा.का.नि. 341(अ).— घरेलू स्तर पर विनिर्मित पूर्ववर्ती लौह एवं इस्पात उत्पाद नीति के अधिक्रमण में, सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने के लिए संशोधित घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद नीति-2025 को आम सूचना के लिए एतदद्वारा प्रकाशित किया जाता है।

**सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2025**

### 1. पृष्ठभूमि

1.1 यह नीति सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।

1.2 यह नीति परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों की खरीद पर लागू होती है। परिशिष्ट ख में, लौह एवं इस्पात उत्पादों के विनिर्माण के लिए न्यूनतम घरेलू सामग्री और पूंजीगत वस्तुओं



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की छूट प्राप्त सूची सूचीबद्ध की गई है, जिन्हें आयात किया जा सकता है। परिशिष्ट ग में स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से प्रौद्योगिकी की खरीद को बढ़ावा देने की नीति शामिल है।

**2. परिभाषाएं**

2.1 **बोलीदाता** लौह एवं इस्पात का कोई घरेलू/विदेशी विनिर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित परियोजनाओं में बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।

2.2 **घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआईएंडएसपी)** वे लौह एवं इस्पात उत्पाद हैं जिनका विनिर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एसईजैड) शामिल हैं।

2.3 **घरेलू विनिर्माता** खंड 7 में दिशा निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम के अनुसार 'विनिर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक विनिर्माता है।

2.4 **घरेलू मूल्य संवर्धन** का अर्थ है - भारत में जोड़े गए मूल्य की राशि जो अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) में से अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य के अनुपात के रूप में वस्तु में आयातित सामग्री के मूल्य (सभी सीमा शुल्कों सहित) को घटाकर प्रतिशत में प्राप्त होगी। 'घरेलू मूल्य संवर्धन' की परिभाषा डीपीआईआईटी दिशा-निर्देशों के अनुरूप होगी और भविष्य में डीपीआईआईटी द्वारा किसी भी बदलाव के मामले में इसे उपयुक्त रूप से संशोधित किया जाएगा। इस नीति दस्तावेज के उद्देश्य के लिए, घरेलू मूल्य संवर्धन और स्थानीय सामग्री का परस्पर उपयोग किया गया है।

% घरेलू मूल्य संवर्धन =

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) - वस्तु में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)}

---------- X 100%

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

2.5 **तैयार इस्पात** (फिनिश्ड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।

2.6 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।

2.7 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।

2.8 **स्वदेशी प्रौद्योगिकी:** किसी प्रौद्योगिकी को स्वदेशी प्रौद्योगिकी माना जाएगा यदि, इकाई की कम से कम 51% इक्विटी भारतीय निवासियों के पास हो और आईपीआर का स्वामित्व या सह-स्वामित्व

किसी भारतीय इकाई के पास हो या विशेष रूप से उन्हें लाइसेंस प्राप्त हो तथा मुख्य इंजीनियरिंग अनुसंधान एवं विकास और परियोजना निष्पादन क्षमताएं भारत में हों।

2.9 **एल1** का तात्पर्य निविदा अथवा अन्य अधिप्राप्ति अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य अधिप्राप्ति अनुरोधों में प्राप्त न्यूनतम निविदा अथवा न्यूनतम बोली अथवा न्यूनतम भाव से होगा।

2.10 **एमओएस** का आशय इस्पात मंत्रालय, भारत सरकार से है।

2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए 20% होगा।

2.12 **मेल्ट एंड पोर** को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात बनाने वाले फर्नेस में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। जिस स्थान पर यह प्रक्रिया होती है उसे मेल्ट एंड पोर का उद्गम स्थल (सीओएम) कहा जाता है। सीओएम वह मूल स्थान है जहाँ क्रूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।

2.13 **निवल बिक्री मूल्य** इन्वॉइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।

2.14 **अर्ध-तैयार इस्पात** (सेमी-फिनिश्ड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूम्स और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है। पल

## 3. अपवर्जन

3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी अधिप्राप्ति के लिये निम्नलिखित शर्तों के अध्यधीन छूट प्रदान की जा सकती है।

3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा

3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।

3.2 छूट संबंधी अनुरोध लौह एवं इस्पात उत्पादों की घरेलू स्तर पर अनुपलब्धता के पर्याप्त प्रमाण के साथ स्थायी समिति के समक्ष प्रस्तुत किए जाएंगे।

## 4. स्थायी समिति

4.1 सचिव (इस्पात) की अध्यक्षता में एक स्थायी समिति नीति के कार्यान्वयन को देखेगी।

4.2. इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एमओएस) से लिए गए विशेषज्ञ शामिल होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा:

4.2.1 नीति के कार्यान्वयन की निगरानी करना।

4.2.2 परिशिष्ट क, परिशिष्ट ख और परिशिष्ट ग में उल्लिखित लौह एवं इस्पात उत्पादों की सूची, घरेलू सामग्री आवश्यकता मानदंड और नीति निर्देशों की समीक्षा करना और उन्हें अधिसूचित करना।

4.2.3 पैरा 3 के अनुसार प्रापण एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।

4.2.4 इस नीति के कार्यान्वयन से संबंधित शिकायतों की प्रारंभिक जांच के लिए एक शिकायत निवारण समिति का गठन करना।

4.2.5 अधिप्राप्ति एजेंसी द्वारा इस नीति का अनुपालन न किए जाने की स्थिति में संबंधित मंत्रालयों/विभागों को उचित कार्रवाई के लिए निर्देश जारी करना और सलाह देना।

4.3 जहां भी प्रापण इकाई इस निष्कर्ष पर पहुंचती है कि उपलब्ध बोलीदाता/विनिर्माता द्वारा अनुचित रूप से उच्च मूल्य निर्धारित किया गया है, तो मामले को स्थायी समिति को भेजा जा सकता है। ऐसे मामलों में, प्रापण इकाई को अपने मामले को पूर्ण और विस्तृत दस्तावेज़ों के साथ प्रमाणित करना होगा।

4.4 बोली दस्तावेज़ में विदेशी प्रमाणन/अनुचित तकनीकी विनिर्देश निर्दिष्ट करना स्थानीय आपूर्तिकर्ताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण व्यवहार है। यदि भारतीय मानकों की अनुपलब्धता और/या किसी अन्य कारण से विदेशी प्रमाणन निर्धारित करना आवश्यक है, तो ऐसा समिति की लिखित स्वीकृति के बाद ही किया जाएगा।

**5. प्रयोज्यता**

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/अंशत: वित्तपोषित किया जाता है।

5.2 यह नीति सार्वजनिक क्षेत्रों के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/इकाइयों पर लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत मालों (परिशिष्ट-ख) की अधिप्राप्ति के लिए लागू है।

5.3 परिशिष्ट-ख में लौह एंव इस्पात उत्पादों के निर्माण में उपयोग किए जाने वाले पूंजीगत माल की छूट संबंधी सूची दर्शाई गई है, जिन्हें आयात किया जा सकता है, तथा संबंधित पैकेजों के लिए न्यूनतम घरेलू मूल्य संवर्धन आवश्यकता बताई गई है। पूंजीगत माल के लिए घरेलू मूल्य संवर्धन, जैसा कि

दर्शाया गया है, परिवर्तन के अधीन है; उदाहरण के लिए, यदि देश में कुछ पूंजीगत माल घटकों का विनिर्माण किया जाता है, तो घरेलू मूल्य संवर्धन प्रतिशत बढ़ सकता है।

5.4 इस्पात विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल के लिए 20% की खरीद वरीयता लागू है। उदाहरण के लिए, यदि आयात योग्य पूंजीगत माल के लिए न्यूनतम बोलीदाता (एल1) कोई विदेशी कंपनी है, जिसने उत्पाद पैकेज के लिए 100 करोड़ रुपये की कीमत बताई है, तो नीति के तहत, समान पूंजीगत माल के घरेलू आपूर्तिकर्ता के लिए 20% की खरीद वरीयता लागू होगी।

5.5 परिशिष्ट-ग में इस्पात बनाने वाले सीपीएसई के लिए स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से खरीद करने के निर्देश और कार्यप्रणाली दी गई है।

5.6 यह नीति उन परियोजनाओं और गैर-परियोजनाओं पर लागू होगी, जहाँ किसी संविदा में लौह एवं इस्पात उत्पादों (परिशिष्ट-क) का कुल अधिप्राप्ति मूल्य मदवार आधार पर 5 लाख रुपये से अधिक है।

5.7 लौह एवं इस्पात उत्पादों की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईएंडएसपी नीति का परिशिष्ट-क)। लौह एवं इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु. तक हो, (डीएमआईएंडएसपी नीति के परिशिष्ट-ख) के लिए पूंजीगत माल की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी।

5.8 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/ अथवा अन्य आवश्यकता को पूरा करने के लिए को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पातों की अधिप्राप्ति पर लागू है।

**6. अधिप्राप्ति के लिए निविदा प्रक्रिया**

6.1 प्रापण एजेंसियां डीएमआईएंडएसपी नीति का पालन करते समय वित्त मंत्रालय और सीवीसी के अनुदेशों के अनुसार मानक अधिप्राप्ति संबंधी प्रक्रियाओं का पालन करेगी।

6.2 माल की अधिप्राप्ति के साथ-साथ ईपीसी संविदाओं के लिए निविदा दस्तावेज में परिशिष्ट क और परिशिष्ट ख में उल्लिखित आवश्यकताओं के अनुपालन के लिए योग्यता मानदंड को स्पष्ट रूप से रेखांकित किया जाना चाहिए।

6.3 परिशिष्ट-क और परिशिष्ट-ख के तहत आने वाले उत्पादों के घरेलू विनिर्माताओं को बोली लगाते समय नीति में निर्धारित फॉर्म-1 के अनुसार स्थानीय सामग्री का स्व-प्रमाणन करना होगा।

6.4 वे बोलीदाता जो परिशिष्ट-क के अंतर्गत आने वाले लौह एवं इस्पात उत्पादों के घरेलू विनिर्माताओं के विक्रय एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति घर हैं, वे नीति के अंतर्गत घरेलू विनिर्माताओं की ओर से स्व-प्रमाणन के साथ बोली लगाने के लिए पात्र हैं, बशर्ते कि बोलीदाता डिलीवरी के समय घरेलू विनिर्माता द्वारा जारी किया गया प्राधिकरण प्रमाणपत्र प्रस्तुत करें।

6.5 डीएमआईएंडएसपी नीति के परिशिष्ट ख के अंतर्गत आने वाले उत्पादों के लिए बोलीदाता को कंपनी के सांविधिक लेखापरीक्षक या लागत लेखापरीक्षक (कंपनियों के मामले में) या किसी व्यवसायिक लागत लेखाकार या व्यवसायिक चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणीकरण प्रस्तुत करना होगा, जिसमें यह घोषित किया जाएगा कि लौह एवं इस्पात उद्योग में उपयोग किए जाने वाले पूंजीगत माल निर्धारित घरेलू मूल्य संवर्धन के अनुसार घरेलू स्तर पर विनिर्मित किए गए हैं।

6.6 यदि किसी वस्तु के भारतीय आपूर्तिकर्ताओं को किसी विदेशी सरकार द्वारा अधिप्राप्ति में भाग लेने और/या प्रतिस्पर्धा करने की अनुमति नहीं है, क्योंकि निविदा की कुछ प्रतिबंधात्मक शर्तें हैं, जिनका प्रत्यक्ष या अप्रत्यक्ष रूप से भारतीय कंपनियों पर प्रतिबंध है, जैसे अधिप्राप्ति करने वाले देश में पंजीकरण, अधिप्राप्ति करने वाले देश में विशिष्ट मूल्य की परियोजनाओं का निष्पादन आदि, तो वे उचित पारस्परिक प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएंगे।

6.7 इस्पात मंत्रालय द्वारा उन देशों की संस्थाओं की पहचान की गई है जो भारतीय कंपनियों को इस्पात मंत्रालय से संबंधित किसी भी वस्तु के लिए अपनी सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं देते हैं, उन्हें इस्पात मंत्रालय से संबंधित सभी वस्तुओं के लिए भारत में सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं दी जाएगी, सिवाय इस्पात मंत्रालय द्वारा प्रकाशित उन वस्तुओं की सूची के जो उन्हें भाग लेने की अनुमति देती हैं।

6.8 उपरोक्त अनुबंध जैम पोर्टल सहित केन्द्र सरकार की प्रापण संस्थाओं द्वारा आमंत्रित सभी निविदाओं का हिस्सा होगी।

6.9 यदि बोली दस्तावेजों में घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तें शामिल की जाती हैं, तो अधिप्राप्ति करने वाले प्रशासनिक विभाग (इसके प्रशासनिक नियंत्रण के तहत किसी भी इकाई द्वारा अधिप्राप्ति सहित) द्वारा इसकी जिम्मेदारी तय करने के लिए जांच की जाएगी। इसके बाद, संबंधित प्रावधानों के तहत प्रापण संस्थाओं के दोषी अधिकारियों के खिलाफ प्रशासनिक या अन्यथा उचित कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआईएंडएसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

6.10 इस आदेश के उल्लंघन के लिए किसी प्रापण इकाई द्वारा प्रतिबंधित आपूर्तिकर्ता प्रतिबंध की अवधि के दौरान किसी अन्य अधिप्राप्ति करने वाली इकाई द्वारा अधिप्राप्ति के लिए इस आदेश के तहत वरीयता के लिए पात्र नहीं होगा। ऐसी अन्य प्रापण संस्थाओं के लिए प्रतिबंध उस तारीख से प्रभावी होगा जिस दिन यह अन्य अधिप्राप्ति करने वाली संस्थाओं के ध्यान में आता है।

6.11 यदि, इस मामले को इस्पात मंत्रालय के पास भेजा जाता है, तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा

करेगी। बोलीदाता से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।

6.12 निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोलीदाता के द्वारा गलत घोषणा किए जाने की स्थिति में प्रापण ऐजेंसी शास्ती को स्पष्ट रूप से परिभाषित करेगी। इस शास्ती में ऐसे विनिर्माता/सेवा प्रदाता आदि की ईएमडी को जब्त करना, अन्य वित्तीय शास्ती लगाना और उसे ब्लेकलिस्ट किया जाना शामिल हो सकता है।

## 7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

7.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।

7.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की निगरानी करने के लिए नोडल मंत्रालय होगा।

7.3 डीएमआईएंडएसपी नीति के अंतर्गत सभी एजेंसियां तिमाही आधार पर घोषणा पत्र भेजेगी जिसमें पिछले वित्तीय वर्ष के दौरान इस नीति के अनुपालन की सीमा और उसके अनुपालन न किए जाने के कारणों को दर्शाया जायेगा।

**अनुलग्नक-क**

**लौह एवं इस्पात उत्पादों की सूची जिनकी अधिप्राप्ति केवल घरेलू स्रोतों से की जा सकती है**

| क्र.सं. | लौह एवं इस्पात उत्पाद | एचएस कोड | स्थिति |
|---|---|---|---|
| 1 | 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल्ड उत्पाद, हॉट रोल्ड, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ | 7208 | मेल्ट एंड पोर |
| 2 | 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल उत्पाद, कोल्ड रोल्ड (रिड्यूज्ड किया हुआ), नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ | 7209 | मेल्ट एंड पोर |
| 3 | 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ | 7210 | मेल्ट एंड पोर |
| 4 | 600 मि.मी. से कम की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ | 7211 | मेल्ट एंड पोर |

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| 5 | 600 मि.मी. कम की चौड़ाई का लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ | 7212 | मेल्ट एंड पोर |
| 6 | लौह एवं गैर-मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड | 7213 | मेल्ट एंड पोर |
| 7 | लौह अथवा गैर-मिश्रधातु इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित | 7214 | मेल्ट एंड पोर |
| 8 | लौह अथवा गैर-मिश्रधातु इस्पात का अन्य बार्स एंड रॉड्स | 7215 | मेल्ट एंड पोर |
| 9 | लौह अथवा गैर-मिश्रधातु इस्पात का एंगल, शेप और सेक्शन्स | 7216 | मेल्ट एंड पोर |
| 10 | लौह अथवा गैर-मिश्रधातु इस्पात का वायर | 7217 | मेल्ट एंड पोर |
| 11 | 600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल्ड इस्पात | 7219 | मेल्ट एंड पोर |
| 12 | 600 मि.मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात | 7220 | मेल्ट एंड पोर |
| 13 | स्टेनलैस स्टील के अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन्स | 7222 | मेल्ट एंड पोर |
| 14 | अन्य मिश्रधातु इस्पात के वायर | 7229 | मेल्ट एंड पोर |
| 15 | लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री | 7302 | मेल्ट एंड पोर |
| 16 | कास्ट लौह के ट्यूब, पाइप और हॉलो पाइप | 7303 | मेल्ट एंड पोर |
| 17 | लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ट्यूब पाइप और हॉलो प्रोफाइल, सीमलैस | 7304 | मेल्ट एंड पोर |
| 18 | लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो | 7305 | मेल्ट एंड पोर |
| 19 | लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ) | 7306 | मेल्ट एंड पोर |
| 20 | लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स) | 7307 | मेल्ट एंड पोर |
| 21 | स्टेनलैस स्टील का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड | 7221 | मेल्ट एंड पोर |
| 22 | स्टेनलैस स्टील का वायर | 7223 | मेल्ट एंड पोर |
| 23 | इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्र धातु इस्पात का फ्लैट-रोल्ड इस्पात | 7225 | मेल्ट एंड पोर |

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| 24 | इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात | 7226 | मेल्ट एंड पोर |
| 25 | अन्य मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रोड, हॉट रोल्ड | 7227 | मेल्ट एंड पोर |
| 26 | अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रील बार्स और रॉड्स | 7228 | मेल्ट एंड पोर |
| 27 | लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स | 7301 | मेल्ट एंड पोर |
| 28 | स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा | 7308 | मेल्ट एंड पोर |
| 29 | 300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो | 7309 | मेल्ट एंड पोर |
| 30 | अधिकतक 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो | 7310 | मेल्ट एंड पोर |
| 31 | लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलद्रवी गैस के लिए कन्टेनर | 7311 | मेल्ट एंड पोर |
| 32 | लौह अथवा इस्पात का स्टैंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया | 7312 | मेल्ट एंड पोर |
| 33 | लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार्ब्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर | 7313 | मेल्ट एंड पोर |
| 34 | लौह अथवा इस्पात वायर का ड्रील, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु | 7314 | मेल्ट एंड पोर |
| 35 | लौह अथवा इस्पात का चैन और उसका हिस्सा | 7315 | मेल्ट एंड पोर |
| 36 | लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा | 7316 | मेल्ट एंड पोर |

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| 37 | लौह एवं इस्पात की वस्तुएं | 7317 | मेल्ट एंड पोर |
| 38 | लौह एवं इस्पात की वस्तुएं | 7318 | मेल्ट एंड पोर |
| 39 | लौह एवं इस्पात की वस्तुएं | 7319 | मेल्ट एंड पोर |
| 40 | लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स | 7320 | मेल्ट एंड पोर |
| 41 | लौह अथवा इस्पात का स्टोव्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा | 7321 | मेल्ट एंड पोर |
| 42 | लौह अथवा इस्पात का सेंट्रल हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए | 7322 | मेल्ट एंड पोर |
| 43 | लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा | 7323 | मेल्ट एंड पोर |
| 44 | लौह अथवा इस्पात का सेनेटरी वेयर और उसके पार्टस | 7324 | मेल्ट एंड पोर |
| 45 | लौह अथवा इस्पात का अन्य कास्ट सामान | 7325 | मेल्ट एंड पोर |
| 46 | लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं | 7326 | मेल्ट एंड पोर |
| 47 | रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्व-चालित नहीं है | 8605 | मेल्ट एंड पोर |
| 48 | रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है | 8606 | मेल्ट एंड पोर |
| 49 | रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ज्ड किया हुआ पहिया और उसका हिस्सा | 8607 | मेल्ट एंड पोर |

**परिशिष्ट- ख**

**लौह एवं इस्पात उत्पादों तथा पैकेज के लिए लागू न्यूनतम घरेलू मूल्य संवर्धन के लिए आयात किए जा सकने वाले पूंजीगत माल (गैर-संपूर्ण) की सांकेतिक सूची**

| क्र.सं. | संयंत्र/यूनिट पैकेज | पूंजीगत माल के लिए न्यूनतम घरेलू मूल्य संवर्धन (%) | आयात योग्य वस्तुएँ |
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| 1 | **कच्चे माल की हैंडलिंग प्रणाली** (बाउंड्री लिमिट - वैगन टिपलर से संबंधित उपयोगकर्ता इकाइयों तक) | 95% | बैरल कप्लिंग, हेवी ड्यूटी बियेरिंग, क्रेन रेल लुब्रिकेशन प्रणाली, स्लू रिंग बियरिंग्स, टोंग्स (विशेष), बियेरिंग आइसोलेशन प्रणाली (स्प्रिंग डैम्पर)। |
| 2 | **मिनरल बेनिफिशिएशन (लिमिट लौह अयस्क और कोयला) उपस्कर** (बाउंड्री लिमिट: क्रेशर हॉपर में आरओएम की प्राप्ति, विखंडन, पृथक्करण, अयस्क/कोयला प्रसंस्करण से लेकर अंतिम उत्पाद तैयार करना) | 75% | • वेट हाई इंटेन्सिटी मैग्नेटिक सैपरेटर / हाई ग्रेडीअन्ट मैग्नेटिक सैपेरेटर<br>• हैवी मीडिया साइक्लोन<br>• जाइरेटरी क्रशर<br>• स्पाइलर कंसंट्रेटर<br>• ऑनलाइन ऐश एनालाइजर |
| 3 | **खनन मशीनरी** (बाउंड्री लिमिट: ड्रिलिंग, रेजिंग, हॉलेज और खदान की तैयारी के लिए उपस्कर) | 80% | डम्पर (220 टन से अधिक पे लोड क्षमता), हाइड्रोलिक एक्सकेवेटर (10.5 क्यूबिक मीटर बकेट क्षमता से अधिक) |
| 4 | **कोक ओवन बैटरी** (दोनों टॉप चार्ज और स्टैम्प चार्ज) (कोयला बंकर से कोक डिस्चार्ज बकेट तक) | 90% | एंकरेज सिस्टम के स्प्रिंग्स, सीओजी बूस्टर, स्टैम्पिंग ट्रेन, बॉन्डिंग प्रेस |
| 5 | **कोक ड्राई क्वेन्चिंग संयंत्र** | 90% | कूलिंग चैम्बर के ट्विन फ्लू के लिए मिल फैन और मोटर |

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| | (हॉट कोक प्राप्त करने वाली बेकट से लेकर कूलिंग चैम्बर निर्वहन ढलान तक) | | विशेष रिफैक्ट्री |
| 6 | **उपोत्पाद संयंत्र**<br>(**प्राथमिक गैस कूलर से स्वच्छ कोक ओवन गैस** के **नेटवर्क तक**) | 90% | एग्जॉस्टर और मोटर, क्लॉज किल्न कैटलिस्ट का बर्नर टेल गैस विश्लेषक, पैलेटाइजेशन इकाई |
| 7 | **सिंटर संयंत्र उपस्कर** (बाउंड्री लिमिट - उत्पाद सिंटर बिन के नीचे वाइब्रो-फीडर हेतु कच्चे माल के लिए प्राप्त बिन) | 75% | हाई इन्टेन्सिव मिक्सर और ग्रैनुलेटर इकाई, पैलेट कार, ड्राइव स्प्रोकेट, सिंटर मशीन के गियर बॉक्स के साथ मुख्य ड्राइव, स्लाइड रेल और कर्व्ड रेल, हॉट सिंटर ब्रेकर और ग्रिज़ली, एनुलर डिप रेल कूलर, सिंटर प्लांट एग्जॉस्टर अनुप्रयोग के लिए एलसीआई ड्राइव सिस्टम |
| 8 | **पेलेट संयंत्र उपस्कर** (बाउंड्री लिमिट - फ्लक्स और बाइंडर के लिए ग्राउंड हॉपर प्राप्त करना, बेल्ट कन्वेयर उत्पाद पेलेट बेल्ट कन्वेयर को आईओएफ फीडिंग) | 85% | पैलेट कार, हाई इंटेंसिव मिक्सर, बॉलिंग डिस्क, वर्टिकल रोलर मिल, ड्राइव/डिस्चार्ज एंड स्प्रोकेट असेंबली, कर्व्ड रेल, स्लाइड रेल, सिंगल डेक रोलर स्क्रीन और डबल डेक रोलर स्क्रीन, इंड्यूरेशन मशीन ड्राइव असेंबली, लेवल-2 ऑटोमेशन |
| 9 | **ब्लास्ट फर्नेस उपस्कर**<br>**बाउंड्री लिमिट:**<br>**इनपुट:**<br>• **कच्चा माल - संबंधित सामग्री** के बंकरों का ऊपरी भाग | 70% | • बेल लेस टॉप गियर बॉक्स, ऊपरी सील डिवाइस जो ऊपरी सामग्री गेट और ऊपरी सील वाल्व को कवर करती है, निचली सील डिवाइस जो निचले सामग्री गेट और |

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| | • **कोल्ड ब्लास्ट** - स्नॉर्ट वाल्व का इनलेट<br>• **औद्योगिक जल** - बीएफ पंप हाउस<br>**आउटपुट**<br>• **गरम धातु - टारपीडो** लेडल **में भरी जाती है**<br>• **ग्रेनुलेटिड स्लैग -** ग्रेनुलेटिड स्लैग **यार्ड के लिए** | | निचले सील वाल्व को कवर करती है, ब्लीडर वाल्व<br>• हार्थ रिफ्रैक्टरी (कार्बन ब्लॉक)<br>• टॉप रिकवरी टर्बाइन सिस्टम (टीआरटी)<br>• क्यू-स्टेव्स<br>• एसजीआई स्टेव्स<br>• कास्ट हाउस उपस्कर (मड गन, ड्रिलिंग मशीन और मुख्य ट्रॉफ मैनिपुलेटर)<br>• प्रोब, प्रोफाइलोमीटर और स्टॉक स्तर सूचक (रडार टाईप)<br>• गैस सफाई संयंत्र (एजीएस प्रणाली)<br>• स्टोव सिस्टम - सिरेमिक बर्नर और तकनीकी वाल्व<br>• अपशिष्ट ऊष्मा पुनर्प्राप्ति प्रणाली<br>• टर्बो ब्लोअर<br>• बॉल मिल<br>• पीसीआई इंजेक्शन सिस्टम<br>• लेवल-II ऑटोमेशन |
| **10** | **गैस आधारित प्रत्यक्ष रीडक्शन संयंत्र उपस्कर**<br>**(**बाउंड्री लिमिट: डीआरआई रिएक्टर के शीर्ष पर कच्चे माल की प्राप्ति और ईएएफ में हॉट डीआरआई का डिस्चार्ज**)** | 50% | • रिएक्टर चार्जिंग सिस्टम<br>• रिएक्टर<br>• रिएक्टर डिस्चार्जिंग प्रणाली |

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| | | | • ईएएफ में नुमैटिक ट्रांसफर<br>• ब्रिकेटिंग प्रणाली के लिए डिस्चार्च रूट<br>• ब्रिकेटिंग फीडिंग सिस्टम<br>• ब्रिकेटिंग प्रणाली<br>• रिडक्शन गैस सर्किट<br>• $CO_2$ निष्कासन इकाई<br>• प्रक्रिया गैस हीटर<br>• सुधारक प्रणाली<br>• हीट रिकवरी प्रणाली<br>• प्रोसेस गैस कम्प्रेसर<br>• ब्लोअर्स<br>• सील गैस प्रणाली<br>• फ्लू गैस फैन/हॉट फैन<br>• प्रक्रिया वाल्व<br>• क्रिटिकल बेलोज<br>• क्रिटिकल रिफ्रैक्ट्री<br>• प्राकृतिक गैस शोधन पूर्व प्रणाली<br>• लेवल-II ऑटोमेशन |
| **11** | **ऑक्सीजन संयंत्र 700 टीपीडी और उससे अधिक** (सीमा: ऑक्सीजन संयंत्र सीमा पर पानी, विद्युत) | 30% | • मुख्य एयर कंप्रेसर<br>• बूस्टर एयर कंप्रेसर<br>• एक्सपेशन टरबाइन<br>• रिबॉयलर |

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| | | | • क्रायोजेनिक पंप<br>• एएसयू के हीट विनिमय तत्व |
| **12** | **इस्पात निर्माण** | | |
| **12.1** | **हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट के साथ को-इंजेक्शन प्रक्रिया**<br>(ब्लास्ट फर्नेस (बीएफ) से गर्म धातु को टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त किया जाता है, "सल्फर (एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है, और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है) | 75% | • इंजेक्शन लांस और सहायक उपकरणों के साथ स्वचालित सैंपलिंग इकाई<br>• सहायक उपकरणों के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन)<br>• सहायक उपकरणों के साथ तापमान मापने और नमूना लेने के साधन |
| **12.2** | **हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट मैकेनिकल स्टिरर (केआर) प्रक्रिया के साथ**<br>(ब्लास्ट फर्नेस (बीएफ) से गर्म धातु को टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त किया जाता है, "सल्फर (एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है, और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है) | 70% | • सहायक उपकरणों के साथ इम्पेलर, इम्पेलर लिफ्टिंग और स्टीरिंग उपस्कर, गाइड फ्रेम<br>• सहायक सुविधाओं के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन)<br>• सहायक उपकरणों के साथ तापमान मापने और नमूना लेने का साधन |
| **12.3** | **बेसिक ऑक्सीजन फर्नेस/एलडी ईकाई**<br>[शोधित गर्म धातु को बीओएफ कनवर्टर में डाला जाता है, जहां इसे इस्पात में परिवर्तित करने के लिए प्रसंस्कृत किया जाता है, जिसकी फिर लैडल फर्नेस (एलएफ) में आपूर्ति की जाती है] | 65% | • क्लैम्पिंग के साथ लांस बॉडी, लांस कैरिज, लांस गाइड, लांस होइस्ट और ट्रॉली, सहायक उपकरणों के साथ लांस कॉपर टिप्स।<br>• आपातकालीन टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर्स। |

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| | | | • ज्वाइंट के साथ बॉटम स्टिरिंग प्रणाली, वाल्व स्टेशन और रोटरी<br>• सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन<br>• सहायक उपकरणों के साथ उप-लांस प्रणाली<br>• सभी सहायक उपकरणों सहित कंटेनर प्रयोगशाला।<br>• सहायक उपकरणों के साथ स्वचालित गैस कपलिंग (ऑटो कपलर)।<br>• कनवर्टर रेकिंग मशीन।<br>• कनवर्टर टैप होल बदलने की मशीन<br>• रिफ्रैक्टरी निगरानी (लेजर) मशीन। |
| **12.4** | **इलेक्ट्रिक आर्क फर्नेस यूनिट** (प्राथमिक सामग्री जैसे स्क्रैप, डी.आर.आई., पिग आयरन और गर्म धातु को विद्युत ऊर्जा का उपयोग करके तरल इस्पात में परिवर्तित किया जाता है, जिससे कच्चे माल को पिघलाया और परिष्कृत किया जाता है) | 70% | • सहायक उपकरणों के साथ इलेक्ट्रोड रेगुलेशन प्रणाली<br>• फर्नेस ट्रांसफार्मर सहित हाई करंट प्रणाली<br>• सहायक उपकरणों के साथ ऑक्सीजन और कार्बन इंजेक्शन प्रणाली<br>• सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस |

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| **12.5** | **लैडल फर्नेस यूनिट**<br>[तरल इस्पात को वांछित ग्रेड प्राप्त करने के लिए संसाधित/शोधित किया जाता है और निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति किए जाने से पहले बफर स्टॉक के रूप में रखा जाता है] | 70% | • सहायक उपकरणों के साथ इलेक्ट्रोड विनियमन प्रणाली<br>• सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस |
| **12.6** | **आरएच/आरएच-ओबी यूनिट**<br>[आवश्यक विघटित गैस स्तर प्राप्त करने के लिए तरल इस्पात को डीगैस किया जाता है और फिर निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति की जाती है] | 65% | • सहायक उपकरणों के साथ गैस स्टिरिंग सिस्टम/लिफ्ट गैस स्टिरिंग सिस्टम वॉल्व स्टैंड<br>• सहायक उपकरणों के साथ ऑक्सीजन लांस प्रणाली<br>• सहायक उपकरणों के साथ हाइड्रिस मापन प्रणाली |
| **12.7** | **सतत कास्टिंग इकाई**<br>(स्लैब कास्टर/ बिलेट/ ब्लूम राउंड/ कॉम्बी/ बीम ब्लैंक)<br>[तरल इस्पात को निरंतर कास्टिंग मशीन (सीसीएम) में स्लैब, बिलेट या ब्लूम में ढाला जाता है] | 65% | • सहायक उपकरणों सहित लैडल स्लैग डिटेक्शन प्रणाली<br>• कॉपर ट्यूब और प्लेट, मोल्ड ऑसीलेशन सिलेंडर।<br>• रोटरी यूनियन।<br>• सहायक उपकरणों सहित सतत तापमान माप प्रणाली।<br>• सहायक उपकरणों के साथ टॉर्च कटिंग मशीन/ आपातकालीन टॉर्च कटर<br>• सहायक उपकरणों सहित विद्युत ड्राइव सिस्टम सहित डिबुरर मशीन<br>• मार्किंग मशीन। |

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| | | | • सहायक उपकरणों सहित रोल गैप चेकर<br>• सहायक उपकरणों के साथ इलेक्ट्रोमैग्नेटिक स्टिरर (ईएमएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (ईएमबीआर) प्रणाली |
| **13** | **फ्लैट उत्पाद मिल्स** | | |
| **13.1** | **हॉट स्ट्रिप मिल्स/ प्लेट मिल** (बाउंड्री लिमिट: सहायक उपकरणों सहित) स्लैब यार्ड से डिस्पैच बे तक) | 50% | • डी-स्केलर, मिल स्टैंड, बेड प्लेट, बैकअप रोल, वर्क रोल, मिल स्पिंडल, चॉक्स, एजीसी सिलेंडर, बेंडिंग ब्लॉक और सिलेंडर, शियर, डाउन कॉइलर, एंटी-फ्रिक्शन रोल नेक बेयरिंग, ऑयल फिल्म बेयरिंग, मिल रिड्यूसर, लोड सेल, थिकनेस गॉज, प्रोफाइल गॉज, लेवलर, रोल ग्राइंडिंग मशीन, कॉइल मार्किंग मशीन, प्लेट मार्किंग मशीन, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि। |
| **13.2** | **सीआरएम (पीएलटीसीएम)** (बाउंड्री लिमिट: पिकलिंग लाइन प्रवेश से मिल निकास तक) | 50% | • वेल्डिंग मशीन, टेंशन लेवलर, मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, रोल बेंडिंग और रोल शिफ्टिंग सिलेंडर, मिल स्पिंडल, लोड सेल, पोजिशन ट्रांसड्यूसर, इलेक्ट्रोस्टेटिक ऑइलर, साइड ट्रिमर, स्टीयरिंग सिस्टम, सरफेस इंस्पेक्शन सिस्टम, थिकनेस गेज, लेजर |

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| | | | स्पीड गेज, टेंसियोमीटर, फ्लैटनेस गॉज, टेंशन रील, मिल रिड्यूसर, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि। |
| **13.3** | **सीआरएम (एचडीजीएल)**<br>(बाउंड्री लिमिट: टेम्पर मिल और टेंशन लेवलर सहित एचडीजीएल में प्रवेश से निकास तक) | 60% | • वेल्डिंग मशीन, रेडिएंट ट्यूब फर्नेस, जेट कूलिंग सिस्टम, इंडक्शन हीटिंग के साथ कोटिंग पॉट, पॉट रोल, एयर नाइफ वाइपिंग सिस्टम, टेंशन लेवलर, विड्थ गॉज, थिकनेस गेज, कोटिंग मोटाई गॉज, लोड सेल, रोल फोर्स सिलेंडर, मिल स्टैंड मोटर्स और मिल स्टैंड ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि। |
| **13.4** | **सीआरएम (एसपीएम)**<br>(बाउंड्री लिमिट: एसपीएम में प्रवेश से निकास तक) | 50% | • मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, इलेक्ट्रोस्टेटिक ऑइलर, कॉइल मार्किंग सिस्टम, लोड सेल, थिकनेस गॉज, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि। |
| **13.5** | **सीआरएम (बेल एनीलिंग फर्नेस)**<br>(बाउंड्री लिमिट: फर्नेस बेस से पोस्ट शीतलन उपस्कर तक) | 55% | • फर्नेस, स्वचालन प्रणाली, आदि। |

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| **13.6** | **सीआरएम (कलर कोटिंग लाइन)** (बाउंड्री लिमिट: सीसीएल में प्रवेश से निकास तक) | 80% | • कोटर, कोटिंग थिकनेस गेज, डिजिटल प्रिंटर, टेंशन लेवलर, स्वचालन आदि। |
| **14** | **लॉन्ग उत्पाद मिल्स** | | |
| **14.1** | **बारमिल/डब्लूआरएम/एमएम/एलएसएम** (बाउंड्री लिमिट: फर्नेस प्रवेश से लेकर प्रेषण तक) | 75% | • फास्ट फिनिशिंग ब्लॉक, रोल टर्निंग लेथ, प्रोफाइल गेज, स्वचालन प्रणाली आदि। |
| **14.2** | **रेल मिल/भारी संरचनात्मक मिल** (बाउंड्री सीमा: सामग्री हैंडलिंग को छोड़कर फर्नेस प्रवेश से लेकर रेल वेल्डिंग संयंत्र के निकास तक) | 45% | • मिल स्टैण्ड, मिल मोटर एवं ड्राइव सिस्टम, हीट ट्रीटमेंट सुविधा, स्ट्रेटनिंग मशीन, एनडीटी सुविधाएं, वेल्डिंग मशीन, प्रोफाइल गेज, हॉट सॉ, कोल्ड सॉ, हॉट मार्किंग मशीन, रोल टर्निंग लेथ, सॉ ग्राइंडिंग मशीन, स्वचालन प्रणाली सिस्टम आदि। |
| **15** | **व्हील संयंत्र** (तैयार पहिये के लिए राउंड/इनगोट की प्राप्ति) | 30% | • सर्कुलर सॉ, फोर्जिंग प्रेस, व्हील रोलिंग मिल, व्हील डिशिंग प्रेस, व्हील स्टैम्पिंग मशीन, रिम स्पैइंग मशीन, मोबाइल चार्जर, (हैंडलिंग रोबोट), मशीनिंग सुविधाएं, परीक्षण सुविधाएं, स्वचालन प्रणाली आदि। |
| **16** | **रिफ्रैक्टरी ब्रिक** (कच्चे माल की प्राप्ति से लेकर तैयार ब्रिक तक) | 50% | • हाइड्रोलिक प्रेस |
| **17** | **इलेक्ट्रिकल** (विद्युत गुणवत्ता प्रणाली) | 30% | • एमवी स्टेटकॉम (स्टेटिक सिंक्रोनस कम्पेन्सेटर) प्रणाली |

**परिशिष्ट-ग**

**लौह एवं इस्पात क्षेत्र में स्वदेशी प्रौद्योगिकियों को बढ़ावा देना**

1) **उद्देश्य:**
इस्पात विनिर्माण के सभी चरणों में स्वदेशी प्रौद्योगिकियों को अपनाने, विकास और विस्तार को प्रोत्साहित करके भारतीय लौह एवं इस्पात क्षेत्र में आत्मनिर्भरता को बढ़ावा देना।

2) **विषय क्षेत्र:**
यह नीति इस्पात बनाने या इस्पात विनिर्माण संयंत्र स्थापित करने वाले केन्द्रीय सार्वजनिक क्षेत्र के उद्यमों पर लागू होती है।

3) **नीति निदेश:**

3.1 ऐसे मामले जहां पहले की इंजीनियरिंग और आपूर्ति के लिए प्रौद्योगिकी और प्रमाण उपलब्ध हैं, लेकिन वर्तमान क्षमता आवश्यकता से मेल नहीं खाते हैं, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.1.1 उत्पादन क्षमता प्रस्तावित संयंत्र की क्षमता का 30% होगी

3.1.2 विक्रेताओं के साथ स्पष्ट गठजोड़ की उपलब्धता

3.1.3 प्रस्तावित संयंत्र की क्षमता के कम से कम 75% के लिए परियोजनाओं की विस्तृत इंजीनियरिंग का अनुभव

3.2 ऐसे मामले जहां प्रौद्योगिकी उपलब्ध है, लेकिन पहले आपूर्ति के लिए कोई संदर्भ उपलब्ध नहीं है, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.2.1 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की कम से कम 75% विशेषताओं से मेल खाते हुए परियोजनाओं की विस्तृत इंजीनियरिंग की है

3.2.2 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की महत्वपूर्ण विशेषताओं से 100% मेल खाते हुए विस्तृत इंजीनियरिंग की है

3.2.3 विक्रेताओं के साथ स्पष्ट गठजोड़ की उपलब्धता

3.2.4 प्रौद्योगिकी उपलब्धता के प्रमाणिक साक्ष्य (अन्य पर्याप्त साक्ष्य पर आईपीआर)

4) **कार्यान्वयन निरीक्षण:**

इस्पात मंत्रालय द्वारा गठित स्थायी समिति कार्यान्वयन की निगरानी करेगी, विवादों का समाधान करेगी तथा पात्रता एवं प्रोत्साहन मानदंडों को समय-समय पर अद्यतन करेगी।

**प्रपत्र- 1**

**लौह एवं इस्पात उत्पादों/ पूंजीगत माल में घरेलू मूल्यवर्धन के संबंध में 100/- रुपए मूल्य के स्टाम्प पेपर पर दिए जाने के लिए स्व-प्रमाणन शपथ-पत्र हेतु प्रारूप**

**तारीख:**

मैं _____ सुपुत्र, सुपुत्री, पत्नी, _____, निवासी _____ _____ एतद्द्वारा निष्ठापूर्वक निम्नानुसार वचन देता हूँ और घोषण करता हूँ:

कि मैं अधिसूचना सं. : _____ के माध्यम से जारी की गई भारत सरकार की नीति के नियम और शर्तों का पालन करने के लिए सहमत हूँ।

कि यहां नीचे दी गई सूचना मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से प्रापण एजेंसी(यों) के समक्ष संगत रिकार्ड प्रस्तुत करने का वचन देता हूं।

कि सभी इनपुट्स के लिए घरेलू मूल्यवर्धन जिसमें उक्त लौह एवं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और मैं उसमें किये गये दावों की सत्यतता के लिए जिम्मेदार हूं।

कि इसमें उल्लिखित उत्पाद घरेलू मूल्यवर्धन सही नहीं पाये जाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा न किये जाने की स्थिति में, घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से प्रापण एजेंसी(यों) के आकलन के आधार पर मैं 36 महीनों की अवधि के लिए किसी सरकारी निविदा के लिए अयोग्य ठहराया जाऊंगा। इसके अतिरिक्त मैं इस प्रकार के आकलन की सभी लागतों का वहन करूंगा।

कि मैंने अधिसूचना संख्या _____ जिसमें सरकारी अधिप्राप्ति में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता दी गई है, में संदर्भित सभी शर्तों का पालन किया है और यह कि प्रापण एजेंसी को एतद्द्वारा अधिकार दिया जाता है कि वह मेरे ईएमडी को जब्त करे। यह भी वचन देता हूं कि मैं आकलन की लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी शास्ति राशि का भुगतान करूंगा।

मैं 8 वर्षों की अवधि के लिए कम्पनी के रिकॉर्ड में निम्नलिखित सूचना रखने के लिए सहमत हूं और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा।

i. बोलीदाता का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)

ii. वह तारीख जब यह प्रमाण पत्र जारी किया गया है।

iii. लौह एवं इस्पात उत्पाद जिसके लिए यह प्रमाण पत्र प्रस्तुत किया गया है।

iv. प्रापण एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया गया है।

v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के थ्रेशोल्ड वेल्यू को पूरा करता है।

vi. विनिर्माता(ओं) इकाई का नाम और संपर्क विवरण

vii. लौह एवं इस्पात उत्पादों की निवल बिक्री कीमत

viii. संयंत्र तक भाड़ा, बीमा और रखरखाव

ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग किए जाने वाले इनपुट इस्पात (आयातित) की सूची और कुल लागत मूल्य।

x. घरेलू स्तर पर इनपुट इस्पात की सूची और कुल लागत

xi. यदि इनपुट इन हाऊस नहीं हो, तो कृपया आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।

xii. आयातित इनपुट इस्पात के लिए, सीआईएफ मूल्य के ब्रेक-अप के साथ भारतीय पोर्ट पर लैंडेड कोस्ट, शुल्क एवं कर, पोर्ट हैंडलिंग संबंधी शुल्क और अंतर्देशीय भाड़े की लागत का ब्यौरा।

**(इकाई/फर्म का नाम) के लिए तथा की ओर से**

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

**<नाम, पदनाम और संपर्क सं. की प्रविष्टि करें>**

[फा. सं. 8(2)/2023-आई डी-I]

अभिजीत नरेंद्र, संयुक्त सचिव

**MINISTRY OF STEEL**

**NOTIFICATION**

New Delhi, the 26th May, 2025

**G.S.R. 341(E).—** In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement is hereby published for general information.

## POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2025

1. **Background**

1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.

1.2. The policy applies to procurement of iron & steel products notified in Appendix A. In Appendix B, the minimum domestic content and an exempted list of capital goods for manufacturing iron & steel products which can be imported have been listed. Appendix C contains the policy for promoting the procurement of technology from the indigenous technology suppliers.

2. **Definitions**

2.1. **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

2.2. **Domestically Manufactured Iron & Steel Products** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).

2.3. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and the definition of 'manufacturer' as per the Central Excise Act.

2.4. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT guidelines and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

$$\% \text{ Domestic value addition} = \frac{\{\text{Total value of the item to be procured (excluding net domestic indirect taxes)} - \text{The value of imported content in the item (including all customs duties)}\}}{\{\text{Total value of the item to be procured}\}} \times 100\%$$

2.5. **Finished Steel** shall mean flat and long products, which can be subsequently

processed into manufactured items.

2.6. **Government** for the purpose of the Policy means Government of India.

2.7. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.

2.8. **Indigenous Technology:** A technology shall be deemed to be Indigenous technology if, at least 51 % of the entity's equity is held by Indian residents and the IPR is owned or co-owned by an Indian entity or licensed exclusively to them and the core engineering R&D, and project execution capabilities reside in India.

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

2.10. **MoS** shall mean Ministry of Steel, Government of India.

2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In the case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.

2.13. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.

2.14. **Semi-Finished Steel** shall mean Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.

3. **Exclusions**

3.1. Waivers may be granted by the Ministry of Steel to all such Government procurements subject to the below conditions:

3.1.1. Where specific grades of steel are not manufactured in the country, or

3.1.2. Where the quantities as per the demand of the project cannot be met through domestic sources.

3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. **Standing Committee**

4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.

4.2. The Committee shall comprise of experts drawn from Industry/Industry

Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:

4.2.1. Monitor the implementation of the policy.

4.2.2. Review and notify the list of Iron & Steel products, the domestic content requirement criteria and policy directives as mentioned in Appendix A, Appendix B and Appendix C.

4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per Para 3.

4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.

4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.

4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.

4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a 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 the Committee.

5. **Applicability**

5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, come within the purview of this Policy if that project/ scheme is fully/partly funded by the Government of India.

5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products.

5.3. Appendix-B contains the exemption list of capital goods used in manufacturing iron & steel products which can be imported, and the minimum domestic content requirement for respective packages. The domestic value addition for Capital Goods, as indicated, is subject to change; for example, if some capital goods components can be manufactured in the country, the domestic value addition percentage may go up.

5.4. A purchase preference of 20% is applicable for capital goods used in steel manufacturing. For example, if the lowest bidder (L1) for an importable capital good is a foreign company with a quoted price of INR 100 crores for the product package, under the policy, procurement preference of 20% will be applicable to a domestic

supplier of the same capital good.

5.5. Appendix-C contains directives and methodology for steelmaking CPSEs to procure from indigenous technology suppliers.

5.6. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemised basis.

5.7. No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.

5.8. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.

6. **Tender procedure for procurement**

6.1. Procuring agencies shall follow standard procurement procedures, in accordance with instructions of the Ministry of Finance and CVC while adhering to DMI&SP policy.

6.2. The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to the requirement as mentioned in Appendix A and Appendix B.

6.3. Domestic manufacturers of products under Appendix-A and Appendix-B shall self-certify the local content as per form-1 placed in the policy, at the time of bidding.

6.4. 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 self- certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorisation certificate issued by the domestic manufacturer at the time of delivery.

6.5. 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.

6.6. If 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 the procuring entities for appropriate reciprocal action.

6.7. Entities of countries that have been identified by the Ministry of Steel as not allowing

Indian companies to participate in their Government procurement for any item related to the Ministry of Steel shall not be allowed to participate in Government procurement in India for all items related to Ministry of Steel, except for the list of items published by Ministry of Steel permitting their participation.

6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.

6.9. 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 action shall be sent to the Standing Committee under the DMI&SP policy.

6.10. A supplier 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.

6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter.

6.12. Procuring agency shall define the penalties, in case of a wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties, and blacklisting of such manufacturer/service provider etc., in terms of extant rules.

7. **Implementation monitoring by the Ministry of Steel**

7.1. The policy provisions shall be applicable for 5 years from the date of publication and may further be extended at the discretion of the Ministry of Steel.

7.2. MoS shall be the nodal ministry to monitor the implementation of the policy.

7.3. Agencies covered under DMI&SP policy shall send declaration on a quarterly basis indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

**Appendix-A**

**List of iron and steel products which can only be procured from domestic sources**

| Sl. No. | Iron & Steel Products | HS code | Condition |
|---|---|---|---|
| 1 | Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated | 7208 | Melt & Pour |
| 2 | Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated | 7209 | Melt & Pour |
| 3 | Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated | 7210 | Melt & Pour |
| 4 | Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated | 7211 | Melt & Pour |
| 5 | Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated | 7212 | Melt & Pour |
| 6 | Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel | 7213 | Melt & Pour |
| 7 | Other bars and rods of iron or non-alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling | 7214 | Melt & Pour |
| 8 | Other bars and rods of iron or non-alloy steel | 7215 | Melt & Pour |
| 9 | Angles, shapes and sections of iron or non-alloy steel | 7216 | Melt & Pour |
| 10 | Wire of iron or non-alloy steel | 7217 | Melt & Pour |
| 11 | Flat-rolled products of stainless steel, of a width of 600 mm or more | 7219 | Melt & Pour |
| 12 | Flat-rolled products of stainless steel, of a width of less than 600 mm | 7220 | Melt & Pour |
| 13 | Other bars and rods of stainless steel; angles, shapes and sections of stainless steel | 7222 | Melt & Pour |
| 14 | Wire of other alloy steel | 7229 | Melt & Pour |
| 15 | Rails, railway or tramway track construction material of iron or steel | 7302 | Melt & Pour |
| 16 | Tubes, pipes and hollow profiles, of cast iron | 7303 | Melt & Pour |
| 17 | Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel | 7304 | Melt & Pour |
| 18 | Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel | 7305 | Melt & Pour |
| 19 | Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel | 7306 | Melt & Pour |
| 20 | Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel | 7307 | Melt & Pour |
| 21 | Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel | 7221 | Melt & Pour |
| 22 | Wire of stainless steel | 7223 | Melt & Pour |
| 23 | Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel | 7225 | Melt & Pour |
| 24 | Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel | 7226 | Melt & Pour |
| 25 | Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel | 7227 | Melt & Pour |

| | | | |
|---|---|---|---|
| 26 | Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non alloy steel | 7228 | Melt & Pour |
| 27 | Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel | 7301 | Melt & Pour |
| 28 | Structures (excluding prefabricated buildings of heading 9406) and parts of structures | 7308 | Melt & Pour |
| 29 | Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300<br>whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment | 7309 | Melt & Pour |
| 30 | Tanks, casks, drums, cans, boxes and similar containers, for any material(other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300L,whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment | 7310 | Melt & Pour |
| 31 | Containers for compressed or liquefied gas, of iron or steel | 7311 | Melt & Pour |
| 32 | Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated | 7312 | Melt & Pour |
| 33 | Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel | 7313 | Melt & Pour |
| 34 | Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel | 7314 | Melt & Pour |
| 35 | Chain and parts thereof, of iron or steel | 7315 | Melt & Pour |
| 36 | Anchors, grapnels and parts thereof, of iron or steel | 7316 | Melt & Pour |
| 37 | Articles of iron and steel | 7317 | Melt & Pour |
| 38 | Articles of iron and steel | 7318 | Melt & Pour |
| 39 | Articles of iron and steel | 7319 | Melt & Pour |
| 40 | Springs and leaves for springs, of iron or steel | 7320 | Melt & Pour |
| 41 | Stoves,ranges,grates,cookers(includingthosewithsubsidiaryboilersforcentral heating), barbecues, braziers, gas-rings, plate warmers and similar non- electric domestic appliances, and parts thereof, of iron or steel | 7321 | Melt & Pour |
| 42 | Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel | 7322 | Melt & Pour |
| 43 | Tables and similar house hold articles and parts thereof, of iron or steel | 7323 | Melt & Pour |
| 44 | Sanitary ware and parts thereof, of iron or steel | 7324 | Melt & Pour |
| 45 | Other cast articles of iron or steel | 7325 | Melt & Pour |
| 46 | Electrical steel and other articles of iron or steel | 7326 | Melt & Pour |
| 47 | Railway or tramway passenger coaches, not self-propelled | 8605 | Melt & Pour |
| 48 | Railway or tramway goods vans and wagons, not self-propelled | 8606 | Melt & Pour |
| 49 | Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof | 8607 | Melt & Pour |

**Appendix- B**

**Indicative list of Capital Goods (non-exhaustive) which can be imported for Manufacturing Iron & Steel products, and minimum Domestic content applicable for the package**

| S. no. | Plant /Unit package | Minimum domestic content of Capital Goods (%) | Importable Items |
|---|---|---|---|
| 1 | **Raw Material Handling System** (Boundary Limit – from Wagon Tippler to respective user units) | 95% | Barrel Couplings, Heavy Duty Bearings, Crane Rail Lubrication System, Slew Ring Bearings, Tongs (Special), Vibration Isolation System (Spring Damper). |
| 2 | **Mineral beneficiation (iron ore and coal) equipment** (Boundary Limit: from Receiving of ROM at the crusher hopper, comminution, segregation, ore/coal processing up to final product preparation) | 75% | • Wet High Intensity Magnetic Separator / High Gradient Magnetic Separator<br>• Heavy Media Cyclone<br>• Gyratory Crusher<br>• Spiral Concentrator<br>• Online Ash Analyser |
| 3 | **Mining Machinery** (Boundary Limit: Equipment for drilling, raising, haulage, and mine preparation) | 80% | Dumper (above 220 tons pay load capacity), Hydraulic Excavators (above 10.5 Cubic meter bucket capacity) |
| 4 | **Coke Oven Battery** (Both top charged & stamp charged) (From Coal bunker to coke discharge bucket) | 90% | Springs of the anchorage systems, COG booster, stamping train, bonding press |
| 5 | **Coke Dry Quenching Plant** (From Hot coke receiving bucket to discharge chute of cooling chamber) | 90% | Mill fan & Motor<br>Special Refractory for Twin Flue of Cooling Chamber. |
| 6 | **By-Product Plant** (From Primary Gas cooler to clean coke oven gas up to the network) | 90% | Exhauster & Motor, burner of the clause kiln<br>Catalyst, Tail gas analyzer, Palletization unit. |
| 7 | **Sinter Plant Equipment** (Boundary Limit – Receiving Bin for Raw Material to Vibro-Feeder below Product Sinter Bin) | 75% | High Intensive Mixer & Granulator Unit, Pallet cars, Drive Sprocket, Main Drive with Gear Box of sinter machine, slide rail & curved rail, Hot Sinter breaker and Grizzly, Annular Dip Rail Cooler, LCI Drive system for Sinter Plant Exhauster application |
| 8 | **Pellet Plant Equipment** (Boundary Limit – Receiving Ground Hopper for flux & Binder, Belt Conveyor feeding IOF to product pellet belt conveyor) | 85% | Pallet car, High Intensive Mixer, Balling Discs, Vertical roller mill, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Single deck roller screen and Double deck roller screen, Induration Machine Drive assembly, Level-2 automation |

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|---|---|---|---|
| **9** | **Blast Furnace Equipment**<br>**Boundary Limit:**<br>**Input:**<br>• **Raw material**- Top of bunkers of respective **material**<br>• **Cold Blast**- Inlet of the snort valve<br>• **Industrial water**- BF pump house<br>**Output**<br>• **Hot Metal-** Filled in the torpedo ladle<br>• **Granulated Slag-** to the granulated slag yard | 70% | • Bell less top gear box, upper seal device covering upper material gate and upper seal valve, lower seal device covering lower material gate and lower seal valve, Bleeder valve<br>• Hearth Refractory (carbon blocks)<br>• Top Recovery Turbine system (TRT)<br>• Cu-staves<br>• SGI Staves<br>• Cast house equipment (Mud gun, Drilling machine and main trough Manipulator)<br>• Probes, Profilometer & Stock level indicator (radar type)<br>• Gas cleaning plant (AGS system)<br>• Stove system – ceramic burner & technological valve<br>• Waste Heat Recovery system<br>• Turbo blowers<br>• Ball Mill<br>• PCI Injection System<br>• Level-II automation |
| **10** | **Gas based Direct Reduction Plant Equipment**<br>(Boundary Limit: Receipt of raw material at the top of the DRI reactor & discharge of hot DRI to EAF) | 50% | • Reactor charging system<br>• Reactor<br>• Reactor discharging system<br>• Pneumatic transfer to EAF<br>• Discharge route to briquetting system<br>• Briquetting feeding system<br>• Briquetting system<br>• Reduction gas circuit<br>• $CO_2$ removal unit<br>• Process gas heater<br>• Reformer system<br>• Heat Recovery System<br>• Process Gas Compressors<br>• Blowers<br>• Seal Gas System<br>• Flue Gas Fan/ Hot Fan<br>• Process valves<br>• Critical bellows<br>• Critical refractories |

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| | | | • Natural Gas pre-treatment system<br>• Level-II automation |
| **11** | **Oxygen Plant 700 tpd & Above** (Boundary limit: Water, Power at oxygen plant boundary) | 30% | • Main Air Compressor<br>• Booster Air Compressor<br>• Expansion Turbine<br>• Reboiler<br>• Cryogenic Pumps<br>• Heat exchange elements of ASU |
| **12** | **Steel Making** | | |
| **12.1** | **Hot Metal De- De-Sulphurization Station (HMDS) Unit with Co-Injection Process**<br>(Hot metal from the blast furnace (BF) is received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter) | 75% | • Injection Lance and automatic sampling Unit with auxiliaries<br>• De-slagging Machines (slag raking machine) with auxiliaries<br>• Temp. measuring and sampling device with auxiliaries |
| **12.2** | **Hot Metal De- De-Sulphurization Station (HMDS) Unit with Mechanical Stirrer (KR) Process**<br>(Hot metal from the blast furnace (BF) is received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter) | 70% | • Impeller, Impeller lifting & stirring equipment, Guide Frame with auxiliaries<br>• De-slagging Machines (slag raking machine) with auxiliary facilities<br>• Temp. measuring and sampling device with auxiliaries |
| **12.3** | **Basic Oxygen Furnace / LD Unit**<br>[Treated hot metal is poured into the BOF converter, where it undergoes processing to convert it into steel, which is then supplied to the ladle furnace (LF)] | 65 % | • Lance body with clamping, Lance carriage, Lance guide, Lance hoist & trolley, Lance copper tips with auxiliaries.<br>• Pneumatic motors for emergency tilting drive.<br>• Bottom stirring system, valve station & rotary joint along with auxiliaries<br>• Valve stations for oxygen/ argon/ nitrogen with auxiliaries<br>• Sub-lance system with auxiliaries<br>• Container lab with all auxiliaries.<br>• Automatic gas coupling (auto coupler) with auxiliaries.<br>• Converter wrecking machine.<br>• Converter tap hole changing machine<br>• Refractory monitoring (laser) machine. |

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| **12.4** | **Electric Arc Furnace Unit**<br>(Primary materials such as scrap, DRI, pig iron, and hot metal in combination are converted into liquid steel using electrical energy to melt and refine the raw materials) | 70% | • Electrode regulation system with auxiliaries<br>• High current system including furnace transformer<br>• Oxygen & Carbon Injection System with auxiliaries<br>• Manual Temp Measuring & sampling Lance with auxiliaries |
| **12.5** | **Ladle Furnace Unit**<br>[Liquid steel is processed/ treated to achieve the desired grade and held as buffer stock before being supplied to the continuous casting machine (CCM)] | 70% | • Electrode regulation system with auxiliaries<br>• Manual Temp Measuring & sampling Lance with auxiliaries |
| **12.6** | **RH/ RH-OB Unit**<br>[The liquid steel is degassed to achieve the required dissolved gas levels and then supplied to the continuous casting machine (CCM)] | 65% | • Gas Stirring System/ Lift Gas Stirring System Valve Stand with auxiliaries<br>• Oxygen Lance System with auxiliaries<br>• Hydris Measurement System with auxiliaries |
| **12.7** | **Continuous Casting Unit**<br>(Slab Caster/ Billet/ Bloom Round/ Combi/ Beam Blank)<br>[The liquid steel is cast into slabs, billets, or blooms in the continuous casting machine (CCM)] | 65% | • Ladle slag detection system complete with auxiliaries<br>• Copper tube and Plate, Mould oscillation Cylinder.<br>• Rotary Union.<br>• Continuous temperature measuring system with auxiliaries.<br>• Torch cutting machine/ Emergency torch cutter along with auxiliaries<br>• Deburrer machine along with electrical drive system with auxiliaries<br>• Marking machine .<br>• Roll gap checker complete with auxiliaries<br>• Electromagnetic Stirrer (EMS)/ Electromagnetic Braking (EMBr) system along with auxiliaries<br>• |
| **13** | **Flat Product Mills** | | |
| **13.1** | **Hot Strip Mills/ Plate Mill**<br>(Boundary Limit: Slab yard to Dispatch Bay, including auxiliaries) | 50% | • De-scalars, mill stand, bed plates, backup rolls, Work Rolls, mill spindles, chocks, AGC cylinders, bending blocks & cylinders, shears, down coilers, anti-friction roll neck bearings, oil film bearings, mill reducers, load cells, thickness gauge, profile gauge, |

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| | | | width gauge, levelers, roll grinding machines, Coil Marking Machine, Plate Marking Machine, mill stand motors & mill stand MV drive system, automation system, etc. |
| **13.2** | **CRM (PLTCM)**<br>(Boundary Limit: Pickling line entry to mill exit) | 50% | • Welding machine, tension leveler, mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, roll bending and roll shifting cylinders, mill spindles, load cells, position transducers, Electrostatic Oiler, Side Trimmer, Steering System, Surface Inspection System, thickness gauges, laser speed gauge, tensiometer, Flatness Gauge, tension reel, mill reducers, mill stand motors & mill stand MV drive system, automation system etc. |
| **13.3** | **CRM (HDGL)**<br>(Boundary Limit: entry to exit of HDGL<br>including temper mill & tension leveler) | 60% | • Welding machine, radiant tube furnaces, jet cooling system, coating pot with induction heating, pot rolls, air knife wiping system, tension leveler, width gauge, thickness gauge, coating thickness gauge, load cells, roll force cylinders, mill stand motors & mill stand drive system, automation system, etc. |
| **13.4** | **CRM (SPM)**<br>(Boundary Limit: entry to exit of SPM) | 50% | • Mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, Electrostatic Oiler, Coil Marking System, load cells, thickness gauge, mill stand motors & mill stand MV drive system, automation system, etc. |
| **13.5** | **CRM (Bell Annealing Furnace)**<br>(Boundary Limit: From furnace bases to post cooling equipment) | 55% | • Furnace, automation system, etc. |
| **13.6** | **CRM (Color Coating Line)**<br>(Boundary Limit: Entry to exit of CCL) | 80% | • Coater, Coating thickness gauge, digital printer, tension leveler, automation, etc. |
| **14** | **Long Product Mills** | | |
| **14.1** | **Bar Mill/ WRM/MM/ LSM**<br>(Boundary Limit: From furnace entry to dispatch) | 75% | • Fast finishing blocks, Roll turning lathes, Profile Gauge, automation systems, etc. |
| **14.2** | **Rail Mill/ Heavy Structural Mill**<br>(Boundary Limit: From furnace entry | 45% | • Mill stands, mill motor & drive system, heat treatment facility, |

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|---|---|---|---|
| | to exit of the rail welding plant excluding material handling) | | straightening machine, NDT facilities, welding machine, Profile Gauge, Hot Saw, Cold Saw, Hot Marking Machine, Roll Turning Lathe, Saw Grinding Machine, automation system, etc. |
| **15** | **Wheel Plant** (receipt of round/ingot to finished wheel) | 30% | • Circular saw, forging press, wheel rolling mill, wheel dishing press, wheel stamping machine, rim spaying machine, mobile chargers, (Handling Robots),machining facilities, testing facilities, automation system etc. |
| **16** | **Refractory Brick** (Receipt of raw material to finished brick) | 50% | • Hydraulic Press |
| **17** | **Electrical** (Power Quality System) | 30% | • MVSTATCOM<br>• (Static Synchronous Compensator) System |

**Appendix-C**

**Promotion of Indigenous Technologies in Iron & Steel Sector**

**1) Objective:**
To promote self-reliance in the Indian iron and steel sector by incentivizing the adoption, development, and scale-up of indigenous technologies across all stages of steel manufacturing.

**2) Scope:**
This policy applies to Central Public Sector Enterprises involved in steelmaking or putting up a steel manufacturing plant.

**3) Policy Directives:**

3.1 In cases where technology and proof for earlier engineering & supply is available but does not match the present capacity requirement, following conditions will be applicable for indigenous technology providers:

3.1.1 Production capacity reference to be 30% of the capacity of the proposed plant

3.1.2 Availability of demonstrable tie ups with the vendors

3.1.3 Experience of detailed engineering of projects for at least 75% of the capacity of the proposed plant

3.2 In cases where technology is available but no reference for earlier supply is available, following conditions will be applicable for indigenous technology providers:

3.2.1 The indigenous technology supplier has done detailed engineering of projects matching at least 75% of the features of the proposed project

3.2.2 The indigenous technology supplier has done detailed engineering matching 100% of the critical features of the proposed project

3.2.3 Availability of demonstrable tie ups with the vendors

3.2.4 Demonstrable evidence of technology availability( IPR on other sufficient evidence)

**4) Implementation Oversight:**

The Standing Committee constituted by Ministry of Steel shall monitor implementation, resolve disputes, and update the eligibility and incentive criteria periodically.

**Form-1**

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

**Date:**

I _____S/o,D/o,W/o,_____Resident of _Hereby solemnly affirm and declare as under:

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

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

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

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

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

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

i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Iron & Steel Products for which the certificate is produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed

vi. Name and contact details of the unit of the manufacturer(s)

vii. Net Selling Price of the iron & steel products

viii. Freight, insurance and handling till plant

ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products

x. List and total cost of input steel which are domestically sourced.

xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.

xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and in land freight cost.

**For and on behalf of (Name of firm/entity)**
Authorized signatory (To be duly authorized by the Board of Directors)
**<Insert Name, Designation and Contact No.>**

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ABHIJIT NARENDRA, Jt. Secy.

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# Appendix-V to ITB

# Policy for Holiday listing of vendors in BPCL

# Policy for holiday listing of vendors in BPCL

1. **Introduction :**

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

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

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

2. **Scope :**

2.1 The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.

2.2 The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.

2.3 These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by BPCL.

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

**3. Definitions :**

In these Guidelines, unless the context otherwise requires

(i) Agency; "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency' ;

"Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

(ia) Allied Agency means: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

a. Whether the management is common
b. Majority interest in the management is held by the partners or directors of banned / suspended firm
c. Substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice
d. Directly or indirectly controls, or is controlled by or is under common control with another bidder
e. All successor firms will also be considered as allied firms.

(ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".

(iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:

The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager

(iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

(v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;

(vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-

competitive levels and to deprive the Employer of the benefits of free and open competition.

(viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

(ix) Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.

(x) Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

(xi) Mis-Conduct : "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines

(xii) Nodal Department: "Nodal Department" means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

(xiii) Vendor De-listment Committee: "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

## 4. Holiday Listing:

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

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

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

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

a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation ;

b. If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;

c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

**4.2 Procedure :**

**4.2.1.** Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I. ;

**4.2.2.** The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.

**4.2.3.** The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer – In –Charge or the designated incharge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.

**4.2.4.** On preliminary examination of the proposal with attached documents, if the vendor delistment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

**4.2.5.** Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation

4.2.6. On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.

4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.

4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :

- Approve the proposal for Holiday Listing as such, OR
- Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case, OR
- Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case, OR
- Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.

4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.

4.2.10. The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer – In-Charge /Department responsible for invitation of bids.

However, if any agency , which is under holiday listing process with BPCL, has participated in a tender by submitting bid, the department responsible for initiating the holiday listing process shall expedite completion of the same within 21 days of technical bid opening , based on which the tender can be proceeded with.

4.2.11. Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily the period for which as Agency is Holiday listed should not be less than 1 year (6 months in less serious cases with proper justification) and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

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

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

**4.2.14. Provision for Appeal;**

(i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.

(ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;

(iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires , may call for comments from the Competent Authority;

(iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also give an opportunity for personal hearing, to the Appellant Agency;

(v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :

a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR

b) Annul the order of the Competent Authority.

(vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.

(vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Annexure III

(viii)No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

**4.2.15. Effect of Holiday Listing**

(i) No enquiry / bid / tender shall be entertained with an Agency (including Allied Agency) as long as the 'Agency' name appears in the Holiday list.

(ii) If an 'Agency' is put on the Holiday list during tendering :

a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before

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

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

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

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

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

5. **Declaration by Bidders regarding Holiday Listing status:**

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

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

(a) under the Prevention of Corruption Act, 1988; or

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

6. **Revocation of Holiday Listing:**

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

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

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

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

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

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

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

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

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

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Annexure –I

(Proforma of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No. .....

Date.....

To M/s ..... .....

Attn.: Shri .....

**Sub: Show Cause Notice**

Ref :

Dear Sir,

You are hereby required to show cause in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with BPCL for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of BPCL.

Annexure –II

(Proforma for Intimation of Holiday Listing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To M/s .....

Attn.: Shri .....

**Sub: Intimation of Banning of Business Dealings / Holiday Listing**

Dear Sir,

WHERAS our Show Cause Notice served to you dated .....WHERAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice *(and documents and documentary evidence submitted in support of your reply) has / have been duly considered;

(Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise)

After considering the allegations made in the show cause notice/your reply to the show cause notice*(and documents and documentary evidence furnished in support thereof) as cited above. it has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with BPCL for ..... Years/months, effective from the date hereof.

This order shall have the following effects:

1. No enquiry / bid / tender shall be issued to you nor will the bids submitted by you be entertained;
2. In cases where tenders have already been issued to you and price bids are yet to be opened, the price bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
3. In cases where tenders have already been issued to you and price bids have already been opened , but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.
4. In case of ongoing contracts between you & BPCL, (including cases were contract has already been awarded before .....) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before ..... (Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order.

You may represent your case before the Appellate Authority, along with necessary justification.

On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department) , with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. (Give Reasons)

Yours faithfully,

For & On behalf of BPCL.

Annexure –III

(Proforma for communication of Appellate Decision on Holiday Listing Order)

BY REGD. POST/SPEED POST/COURIER

No. .....

Date .....

To M/s .....

.....

Attn.: Shri .....

**Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of Appellate Authority**

Ref: 1. Order dated ..... placing M/s ..... on Holiday List by BPCL;

2. Your Appeal reference ..... Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Holiday List and your appeal petition reference ..... dt.... on the same.

After considering the findings of the Original Authority in order dt....., submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that:

- There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of ..... years/month from the date of order, as ordered by the original Authority is upheld,
- Considering your submissions, the order of Holiday Listing passed by the original authority is upheld, but with a reduction in period of holiday listing for ..... years/months from the date of order of original authority.
- Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable)

Yours faithfully,

For & On behalf of BPCL.

Annexure –IV

(Proforma for Intimation of Holiday Listing- based on Ministry's Advice)

BY REGD. POST/SPEED POST/COURIER

No. .....

Date ..... To M/s

.....

.....

Attn.: Shri .....

**Sub : Intimation of Banning of Business Dealings / Holiday Listing**

**Ref:** MOP&NG's letter ref ..... dt....., advising banning of business dealings with M/s.....

Dear Sir,

WHERAS we have been advised by MOP&NG that all business dealings with you is to be banned and you should be placed on Holiday List for a period of .....yrs/months from.....; You are hereby informed that the business dealings with you would be banned and you are hereby debarred from entering into contracts with BPCL for ..... Years/months, effective from the date hereof.

On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department) , with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing

Yours faithfully,

For & On behalf of BPCL.

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

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

**Date:** _____

TENDER NO. : .....

TITLE OF TENDER: .....

To,
Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

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

(a) under the Prevention of Corruption Act, 1988: or

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

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

**Bidder Name:**

Date :

**Address:**

# APPENDIX VI : VERIFICATION OF MSE REGISTRATION CERTIFICATE BY CHARTERED ACCOUNTANT

Annexure : A

Date:_____

**CERTIFCATE CONFIRMING ELIGIBILTY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY**

Ref: Tender No…….. for…….

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

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

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

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

# APPENDIX VII : ACKNOWLEDGEMENT CUM CONSENT LETTER

# REPLY / ACKNOWLEDGEMENT LETTER

( PLEASE E-MAIL TO EIL WITHIN THREE DAYS ON RECEIPT OF RFQ )

Sr. General Manager (SCM)
Engineers India Limited
Tower-1, 1st Floor, R&D Complex, Sector-16
Gurugram, Haryana–122001
INDIA

Attention : Ms. Sangitta Ghuliani, Sr.GM (SCM)

Client : M/s Bharat Petroleum Corporation Limited, BIna Refinery
*Project* *: BINA PETCHEM AND REFINERY EXPANSION PROJECTS (BPREP)*
RFQ No. : ……
Item : ……..

**Dear Sirs / Madam,**

We acknowledge with thanks receipt of your above cited RFQ along with enclosures. We undertake that the contents of the above RFQ shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

**Further, our response is as under:- (Bidders to put a tick √, as applicable).**

1. **We will submit the bid within due date.** ☐

2. **We regret to submit our offer/quote because of the following reasons:** ☐
   **a.** _____
   **b.** _____

Thanking you,

Very truly yours,

Name of Bidder :
Contact Person :
Contact Person Mobile No :
Bidder's Address :
Bidder's Phone No. :
Bidder's Fax No. :
Bidder's E-mail :

# APPENDIX VIII: POLICY ON MSE PURCHASE PREFERENCE

रजिस्ट्री सं. डी.एल.-33004/99

REGD. No. D. L-33004/99

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-18102022-239737
CG-DL-E-18102022-239737

असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 4714] नई दिल्ली, मंगलवार, अक्तूबर 18, 2022/आश्विन 26, 1944
No. 4714] NEW DELHI, TUESDAY, OCTOBER 18, 2022/ASVINA 26, 1944

## सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

### अधिसूचना

नई दिल्ली, 18 अक्तूबर, 2022

**का.आ. 4926(अ).**—केन्द्रीय सरकार, सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 (2006 का 27) की धारा 7 की उप-धारा (9) के साथ पठित उप-धारा (1) और धारा 8 की उप-धारा (3) के साथ पठित उप-धारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की अधिसूचना संख्यांक का.आ. 2119(अ), तारीख 26 जून, 2020 जो भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii) में प्रकाशित की गई थी, का और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में, पैरा 8 के उप पैरा (5) के स्थान पर निम्नलिखित उप पैरा रखा जाएगा, अर्थात् :-

"(5) संयंत्र और मशीनरी या उपस्कर में किसी में उच्चतर पठनक्षमता अथवा/और टर्नओवर में उच्चतर पठनक्षमता तथा पठनक्षमता स्कोरिंग रूप में पुनर्वर्गीकरण की अवस्था में, कोई उद्यम उस प्रवर्ग (सूक्ष्म या लघु या मध्यम) से जिसे उच्चतर पठनक्षमता की तारीख से तीन वर्ष की अवधि के लिए उन सभी कर-कर लाभ का उपयोग करता रहेगा, जो ऐसे पुनर्वर्गीकरण से पहले कर रहा था ।"

[फा. सं. पी-05/1/2022-एमईएन]

विनोद कुमार सिंह, अपर सचिव एवं विकास आयुक्त (एमएसएमई)

**टिप्पण :** मूल अधिसूचना संख्यांक का.आ. 2119(अ), तारीख 26 जून, 2020 द्वारा भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) में प्रकाशित की गई थी और तत्पश्चात् संख्यांक का.आ. 1055(अ), तारीख 5 मार्च, 2021, का.आ. 2347(अ), तारीख 16 जून, 2021, का.आ. 278(अ), तारीख 19 जनवरी, 2022 और का.आ. 2134(अ), तारीख 6 मई, 2022 द्वारा संशोधित की गई थी ।

## MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

## NOTIFICATION

New Delhi, the 18th October, 2022

**S.O. 4926(E).—**In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following further amendments in the notification of the Government of India, Ministry of Micro, Small and Medium Enterprises number S.O. 2119(E), dated the 26th June, 2020, published in the Gazette of India, Extraordinary, Part-II,Section 3, Sub-section (ii), namely:-

In the said notification, for sub-paragraph (5) of paragraph 8, the following sub-paragraph shall be substituted, namely:-

"(5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.".

[F. No. P-05/1/2022-GEN]

SHAILESH KUMAR SINGH, Addl. Secy.
and Development Commissioner (MSME).

**Note :** The principal notification was published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii) *vide* number S.O. 2119 (E), dated the 26th June, 2020 and subsequently amended *vide* numbers S.O. 1055(E), dated the 5th March, 2021, S.O. 2347(E), dated the 16th June, 2021, S.O. 278(E), dated the 19thJanuary, 2022 and S.O. 2134(E), dated the 6th May, 2022.

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MANOJ KUMAR VERMA Digitally signed by MANOJ KUMAR VERMA Date: 2022.10.18 22:11:24 +05'30'

**MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**

**NOTIFICATION**

New Delhi, the 26th June, 2020

**S.O. 2119(E).**—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8, of the Micro, Small and Medium Enterprises Development Act, 2006, (27 of 2006), hereinafter referred to as the said Act, and in supersession of the notifications of the Government of India in the Ministry of Micro, Small and Medium Enterprises number S.O.1702 (E ), dated the 1st June, 2020, S.O. 2052 (E), dated the 30th June, 2017, S.O.3322 (E ), dated the 1st November, 2013 and S.O.1722 (E ), dated the 5th October, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii), except as respects things done or omitted to be done before such supersession, the Central Government, after obtaining the recommendations of the Advisory Committee in this behalf, hereby notifies certain criteria for classifying the enterprises as micro, small and medium enterprises and specifies the form and procedure for filing the memorandum (hereafter in this notification to be known as ―Udyam Registration‖), with effect from the 1st day of July, 2020, namely:--

**1. Classification of enterprises.**-An enterprise shall be classified as a micro, small or medium enterprise on the basis of the following criteria, namely:--

(i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

(ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and

(iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

**2. Becoming a micro, small or medium enterprise.--**

(1) Any person who intends to establish a micro, small or medium enterprise may file Udyam Registration online in the Udyam Registration portal, based on self-declaration with no requirement to upload documents, papers, certificates or proof.

(2) On registration, an enterprise (referred to as ―Udyam‖ in the Udyam Registration portal) will be assigned a permanent identity number to be known as ―Udyam Registration Number‖.

(3) An e-certificate, namely, ―Udyam Registration Certificate‖ shall be issued on completion of the registration process.

**3. Composite criteria of investment and turnover for classification.--**

(1) A composite criterion of investment and turnover shall apply for classification of an enterprise as micro, small or medium.

(2) If an enterprise crosses the ceiling limits specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover.

(3) All units with Goods and Services Tax Identification Number (GSTIN) listed against the same Permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

**4. Calculation of investment in plant and machinery or equipment.--**

(1) The calculation of investment in plant and machinery or equipment will be linked to the Income Tax Return (ITR) of the previous years filed under the Income Tax Act, 1961.

(2) In case of a new enterprise, where no prior ITR is available, the investment will be based on self-declaration of the promoter of the enterprise and such relaxation shall end after the 31st March of the financial year in which it files its first ITR.

(3) The expression ―plant and machinery or equipment‖ of the enterprise, shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings).

(4) The purchase (invoice) value of a plant and machinery or equipment, whether purchased first hand or second hand, shall be taken into account excluding Goods and Services Tax (GST), on self-disclosure basis, if the enterprise is a new one without any ITR.

(5) The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

**5. Calculation of turnover.--**

(1) Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.

(2) Information as regards turnover and exports turnover for an enterprise shall be linked to the Income Tax Act or the Central Goods and Services Act (CGST Act) and the GSTIN.

(3) The turnover related figures of such enterprise which do not have PAN will be considered on self-declaration basis for a period up to 31st March, 2021 and thereafter, PAN and GSTIN shall be mandatory.

**6. Registration process.―**

(1) The form for registration shall be as provided in the Udyam Registration portal.

(2) There will be no fee for filing Udyam Registration.

(3) Aadhaar number shall be required for Udyam Registration.

(4) The Aadhaar number shall be of the proprietor in the case of a proprietorship firm, of the managing partner in the case of a partnership firm and of a karta in the case of a Hindu Undivided Family (HUF).

(5) In case of a Company or a Limited Liability Partnership or a Cooperative Society or a Society or a Trust, the organisation or its authorised signatory shall provide its GSTIN and PAN along with its Aadhaar number.

(6) In case an enterprise is duly registered as an Udyam with PAN, any deficiency of information for previous years when it did not have PAN shall be filled up on self-declaration basis.

(7) No enterprise shall file more than one Udyam Registration:

Provided that any number of activities including manufacturing or service or both may be specified or added in one Udyam Registration.

(8) Whoever intentionally misrepresents or attempts to suppress the self-declared facts and figures appearing in the Udyam Registration or updation process shall be liable to such penalty as specified under section 27 of the Act.

**7. Registration of existing enterprises.---**

(1) All existing enterprises registered under EM–Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.

(2) All enterprises registered till 30th June, 2020, shall be re-classified in accordance with this notification.

(3) The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31stday of March, 2021.

(4) An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

**8. Updation of information and transition period in classification.--**

(1) An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis.

(2) Failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its status.

(3) Based on the information furnished or gathered from Government's sources including ITR or GST return, the classification of the enterprise will be updated.

(4) In case of graduation (from a lower to a higher category) or reverse-graduation (sliding down to lower category) of an enterprise, a communication will be sent to the enterprise about the change in the status.

(5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

(6) In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

**9. Facilitation and grievance redressal of enterprises.--**

(1) The Champions Control Rooms functioning in various institutions and offices of the Ministry of Micro, Small and Medium Enterprises including the Development Institutes (MSME-DI) shall act as Single Window Systems for facilitating the registration process and further handholding the micro, small and medium enterprises in all possible manner.

(2) The District Industries Centres (DICs) will also act as Single Window facilitation Systems in their Districts.

(3) Any person who is not able to file the Udyam Registration for any reason including for lack of Aadhaar number, may approach any of the above Single Window Systems for Udyam Registration purposes with his Aadhaar enrolment identity slip or copy of Aadhaar enrolment request or bank photo pass book or voter identity card or passport or driving licence and the Single Window Systems will facilitate the process including getting an Aadhaar number and thereafter in the further process of Udyam Registration.

(4) In case of any discrepancy or complaint, the General Manager of the District Industries Centre of the concerned District shall undertake an enquiry for verification of the details of Udyam Registration submitted by the enterprise and thereafter forward the matter with necessary remarks to the Director or Commissioner or Industry Secretary concerned of the State Government who after issuing a notice to the enterprise and after giving an opportunity to present its case and based on the findings, may amend the details or recommend to the Ministry of Micro, Small or Medium Enterprises, Government of India, for cancellation of the Udyam Registration Certificate.

[F. No. 21(5)/2019-P&G/Policy (Pt-IV)]

A. K. SHARMA, Secy.

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## MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

## NOTIFICATION

New Delhi, the 16th June, 2021

**S.O. 2347(E).—**In exercise of the powers conferred by sub-sections (1) and (9) of section 7 read with sub-sections (2) and (3) of section 8 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following amendments in the notification of Government of India, Ministry of Micro, Small and Medium Enterprises number S.O. 2119 (E), dated the 26th June, 2020, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii), namely:-

In the said notification, in paragraph (7), in sub-paragraph (3), for the figures and words, "31st day of March, 2021" the figures and words "31st day of December, 2021" shall be substituted.

[F. No. PY-10024/6/2021-P and G-DCMSME]

D. K. SINGH, Addl. Secy.

**Note :** The principal notification was published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii) *vide* number S.O. 2119 (E), dated the 26th June, 2020 and subsequently amended *vide* number 1055(E) dated 5th March, 2021.

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**ठटप्पण :** मूलअअूचना भाक्के राक्सासाधाणाभाग II, खंड 3, उखंड (ii) में काआ 2119(अ), तारीख 6 जून, 2020 द्वाराप्रकक्तिकीग्ईथी।

## MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

## NOTIFICATION

New Delhi, the 5th March, 2021

**S.O. 1055(E).**—In exercise of the powers conferred by sub-sections (1) and (9) of section 7 read with sub-sections (2) and (3) of section 8 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following amendments in the notification of Government of India, Ministry of Micro, Small and Medium Enterprises number S.O. 2119 (E), dated the 26th June, 2020, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii), namely:-

In the said notification,–

(i) in paragraph (5), after sub-paragraph (3), the following sub-paragraph shall be inserted, namely:-

"(4) The exemption from the requirement of having GSTIN shall be as per the provisions of the Central Goods and Services Tax Act, 2017 (12 of 2017).";

(ii) in paragraph (6), after sub-paragraph (8), the following sub-paragraph shall be inserted, namely:-

"(9) In case of any proprietorship enterprise not registered under any Act or rules of the Central Government or the State Government, the proprietor may use his or her PAN for registration of the enterprise in the Udyam Registration portal and for all other types of enterprises PAN shall be mandatory.".

[F.No.16/4/2019/P-P & G/Policy (Pt 1)]

D. K. SINGH, Addl. Secy.

**Note :** The principal notification was published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii) *vide* number S.O. 2119 (E), dated the 26th June, 2020.

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and Published by the Controller of Publications, Delhi-110054.

**MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**

New Delhi, the 23rd March, 2012

**ORDER**

**S.O. 581(E).**—Whereas, the Central Government Ministries, Departments and Public Sector Undertakings shall procure minimum of 20 per cent of their annual value of goods or services from Micro and Small Enterprises;

And whereas, the Public Procurement Policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises;

And whereas, the Public Procurement Policy rests upon core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective; and

And whereas, for facilitating promotion and development of micro and small enterprises, the Central Government or the State Government, as the case may be, by Order notify from time to time, preference policies in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries or Departments, as the case may be, or its aided institutions and public sector enterprises.

Now, therefore, in exercise of the powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Central Government, by Order, notifies the Public Procurement Policy (hereinafter referred to as the Policy) in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings.

2. Short title and commencement. -

(1) This Order is titled as 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'.

(2) It shall come into force with effect from 1st April 2012.

3. Mandatory procurement from Micro Small and Enterprises. – (1) Every Central Ministry or Department or Public Sector Undertaking shall set an annual goal of procurement from Micro and Small Enterprises from the financial year 2012-13 and onwards, with the objective of achieving an overall procurement of minimum of 20 per cent, of total annual purchases of products produced and services rendered by Micro and Small Enterprises in a period of three years.

(2) Annual goal of procurement also include sub-contracts to Micro and Small Enterprises by large enterprises and consortia of Micro and Small Enterprises formed by National Small Industries Corporation.

(3) After a period of three years i.e. from 1st April 2015, overall procurement goal of minimum of 20 per cent shall be made mandatory.

(4) The Central Ministries, Departments and Public Sector Undertakings which fail to meet the annual goal shall substantiate with reasons to the Review Committee headed by Secretary (Micro, Small and Medium Enterprises), constituted in Ministry of Micro, Small and Medium Enterprises, under this Policy.

4. Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes. % Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

5. Reporting of targets in Annual Report. %(1) The data on Government procurements from Micro and Small Enterprises is vital for strengthening the Policy and for this purpose, every Central Ministry or Department or Public Sector Undertaking shall report goals set with respect to procurement to be met from Micro and Small Enterprises and achievement made thereto in their respective Annual Reports.

(2) The annual reporting shall facilitate in better understanding of support being provided by different Ministries or Departments or Public Sector Undertakings to Micro and Small Enterprises.

6. Price quotation in tenders. % (1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.

(2) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

7. Developing Micro and Small Enterprise vendors. – The Central Ministries or Departments or Public Sector Undertakings shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes or Buyer-Seller Meets and entering into Rate



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Contract with Micro and Small Enterprises for a specified period in respect of periodic requirements.

8. Annual Plan for Procurement from Micro and Small Enterprises on websites. – The Ministries or Departments or Public Sector Undertakings shall also prepare Annual Procurement Plan for purchases and upload the same on their official website so that Micro and Small Enterprises may get advance information about requirement of procurement agencies.

9. Enhancing participations of Micro and Small Enterprises including those owned by Scheduled Castes or Scheduled Tribes in Government procurements. % For enhancing participation of Scheduled Castes or Scheduled Tribes in Government procurement, the Central Government Ministries, Departments and Public Sector Undertakings shall take following steps, namely:-

(a) Special Vendor Development Programmes or Buyer-Seller Meets shall be conducted by Departments/Public Sector Undertakings for Scheduled Castes or Scheduled Tribes;

(b) Outreach programmes shall be conducted by National Small Industries Corporation to cover more and more Micro and Small Enterprises from Scheduled Castes or Scheduled Tribes under its schemes of consortia formation; and

(c) National Small Industries Corporation shall open a special window for Scheduled Castes or Scheduled Tribes under its Single Point Registration Scheme (SPRS).

10. Reduction in transaction cost. % To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money, adopting e-procurement to bring in transparency in tendering process and setting up a Grievance Cell in the Ministry of Micro, Small and Medium Enterprises.

11. Reservation of specific items for procurement. % To enable wider dispersal of enterprises in the country, particularly in rural areas, the Central Government Ministries or Departments or Public Sector Undertakings shall continue to procure 358 items (Appendix) from Micro and Small Enterprises, which have been reserved for exclusive purchase from them. This will help in promotion and growth of Micro and Small Enterprises, including Khadi and village industries, which play a critical role in fostering inclusive growth in the country.

12. Review Committee. (1) A Review Committee has been constituted under the Chairmanship of Secretary, Ministry of Micro, Small and Medium Enterprises, for monitoring and review of Public Procurement Policy for Micro and Small Enterprises vide Order No. 21(1)/2007-MA dated the 21st June 2010 (Annexure).

(2) This Committee shall, inter alia, review list of 358 items reserved for exclusive purchase from Micro and Small Enterprises on a continuous basis, consider requests of the Central Ministries or Departments or Public Sector Undertakings for exemption from 20 per cent target on a case to case basis and monitor achievements under the Policy.

13. Setting up of Grievance Cell. % In addition, a 'Grievance Cell' will be set up in Ministry of Micro, Small and Medium Enterprises for redressing grievances of Micro and Small Enterprises in Government procurement. This cell shall take up issues related to Government procurement raised by Micro and Small Enterprises with Departments or agencies concerned, including imposition of unreasonable conditions in tenders floated by Government Departments or agencies that put Micro and Small Enterprises at a disadvantage.

14. Special Provisions for Defence Procurements. % Given their unique nature, defence armament imports shall not be included in computing 20 per cent goal for Ministry of Defence. In addition, defence equipments like weapon systems, missiles, etc. shall remain out of purview of such Policy of reservation.

15. Monitoring of Goals. % The monitoring of goals set under the Policy shall be done, in so far as they relate to the Defence sector, by Ministry of Defence itself in accordance with suitable procedures to be established by them.

16. Removal of difficulty. % Any difficulties experienced during the course of implementation of the above Policy shall be clarified by Ministry of Micro, Small and Medium Enterprises through suitable Press releases which would be kept on the public domain.

[F.No. 21(1)/2011-MA]

AMARENDRA SINHA, Additional Secretary and Development Commissioner (MSME)

ANNEXURE

No. 21(1)/2007-MA

Government of India

Ministry of Micro, Small and Medium Enterprises

Office of the Development Commissioner (MSME)

'A' Wing, 7th Floor, Nirman Bhavan,

New Delhi-110108

Dated: 21st June, 2010

**ORDER**

Subject: Constitution of a Committee for monitoring and

review of the Public Procurement Policy for Micro and Small Enterprises

Pending approval of the new Public Procurement Policy for Micro and Small Enterprises (MSEs), a Committee is hereby constituted for looking into the applicability of some of the provisions of the proposed Policy in respect of select Central Ministries/Departments.. The Committee will be chaired by the Secretary, Ministry of Micro, Small and Medium Enterprises.

2. The composition of the Committee will be as follows:

(i) Secretary, Ministry of MSME : Chairman

(ii) Secretary, Planning Commission : Member

(iv) Secretary, Department of Public Enterprises : Member

(v) Director General (Supplies and Disposals), Department of Commerce, : Member

(vii) Ministry of Commerce and Industry

(viii) Additional Secretary and Development Commissioner (MSME) : Member Secretary

3. The Committee will undertake the following functions:

(i) Consider the requests of the Central Ministries/ Departments/PSUs for exemption, on a case to case basis, from the 20% target;

(ii) Review the list of 358 items (as per Appendix) reserved for exclusive purchase from the MSEs based on the feedback received from the Central Ministries/Departments/PSUs ;

(iii) Review the grievances received from MSEs regarding Government procurement, including imposition of unreasonable conditions in the tenders floated by the Government Departments/PSUs; and

(iv) Suggest special measures to be taken by the Central Ministries/Departments for enhancing their procurements from MSEs.

4. The Committee may co-opt any other Ministries/ Departments of the Central Government as well as State Governments or invite any other expert/person associated/ concerned with the MSMEs in its meetings, as and when required.

5. The Office of the Development Commissioner (MSME) will provide secretariat support to this Committee.

6. This issues with the approval of the Competent Authority.

Sd-

(Praveen Mahto)

Additional Economic Adviser

Ph: 23062230, Fax: 23061611

**APPENDIX**

**LIST OF ITEMS RESERVED FOR PURCHASE FROM SMALL SCALE INDUSTRIAL UNITS INCLUDING HANDICRAFT SECTOR.**

| Sl No. | Item Description |
|---|---|
| 1. | AAC/and ACSR Conductor upto 19 strands |
| 2. | Agricultural Implements |
| | (a) Hand Operated tools and implements |
| | (b) Animal driven implements |
| 3. | Air/Room Coolers |
| 4. | Aluminum builder's hardware |
| 5. | Ambulance stretcher |
| 6. | Ammeters/ohm meter/Volt meter (Electro magnetic upto Class I accuracy) |
| 7. | Anklets Web Khaki |
| 8. | Augur (Carpenters) |
| 9. | Automobile Head lights Assembly |
| 10. | Badges cloth embroidered and metals |
| 11. | Bags of all types i.e. made of leather, cotton, canvas and jute etc. including kit bags, mail bags, sleeping bags and water-proof bag. |
| 12. | Bandage cloth |
| 13. | Barbed Wire |
| 14. | Basket cane (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation) |
| 15. | Bath tubs |
| 16. | Battery Charger |
| 17. | Battery Eliminator |
| 18. | Beam Scales (upto 1.5 tons) |
| 19. | Belt leather and straps |
| 20. | Bench Vices |
| 21. | Bituminous Paints |
| 22. | Blotting Paper |

23. Bolts and Nuts
24. Bolts Sliding
25. Bone Meal
26. Boot Polish
27. Boots and Shoes of all types including canvas shoes
28. Bowls
29. Boxes Leather
30. Boxes made of metal
31. Braces
32. Brackets other than those used in Railways
33. Brass Wire
34. Brief Cases (other than moulded luggage)
35. Brooms
36. Brushes of all types
37. Buckets of all types
38. Button of all types
39. Candle Wax Carriage
40. Cane Valves/stock valves (for water fittings only)
41. Cans metallic (for milk and measuring)
42. Canvas Products :
    (a) Water Proof Deliver, Bags to spec. No. IS - 1422/70
    (b) Bonnet Covers and Radiators Muff. to spec Drg. Lv 7/NSN/IA/130295
43. Capes Cotton and Woollen
44. Capes Waterproof
45. Castor Oil
46. Ceiling roses upto 15 amps
47. Centrifugal steel plate blowers
48. Centrifugal Pumps suction and delivery 150 mm. x 150mm
49. Chaff Cutter Blade
50. Chains lashing
51. Chappals and sandals
52. Chamois Leather
53. Chokes for light fitting
54. Chrome Tanned leather (Semi-finished Buffalo and Cow)
55. Circlips
56. Claw Bars and Wires
57. Cleaning Powder
58. Clinical Thermometers
59. Cloth Covers
60. Cloth Jaconet
61. Cloth Sponge
62. Coir fibre and Coir yarn
63. Coir mattress cushions and matting
64. Coir Rope hawserlaid
65. Community Radio Receivers
66. Conduit pipes
67. Copper nail
68. Copper Napthenate
69. Copper sulphate
70. Cord Twine Maker
71. Cordage Others
72. Corrugated Paper Board and Boxes
73. Cotton Absorbent
74. Cotton Belts
75. Cotton Carriers
76. Cotton Cases
77. Cotton Cord Twine
78. Cotton Hosiery
79. Cotton Packs
80. Cotton Pouches
81. Cotton Ropes
82. Cotton Singlets
83. Cotton Sling
84. Cotton Straps
85. Cotton tapes and laces
86. Cotton Wool (Non absorbent)
87. Crates Wooden and plastic
88. (a) Crucibles upto No. 200
    (b) Crucibles Graphite upto No. 500
    (c) Other Crucibles upto 30 kgs.
89. Cumblies and blankets
90. Curtains mosquito
91. Cutters
92. Dibutyl phthalate
93. Diesel engines upto 15 H.P
94. Dimethyl Phthalate
95. Disinfectant Fluids
96. Distribution Board upto 15 amps
97. Domestic Electric appliances as per BIS Specifications :-

- Toaster Electric, Elect. Iron, Hot Plates, Elect. Mixer, Grinders, Room heaters and convectors and ovens

98. Domestic (House Wiring) P.V.C. Cables and Wires (Aluminum) Conforming to the prescribed BIS Specifications and upto 10.00 mm sq. nominal cross section
99. Drawing and Mathematical Instruments

100. Drums and Barrels
101. Dust Bins
102. Dust Shield leather
103. Dusters Cotton all types except the items required in Khadi
104. Dyes :
(a) Azo Dyes (Direct and Acid)
(b) Basic Dyes
105. Electric Call bells/buzzers/door bells
106. Electric Soldering Iron
107. Electric Transmission Line Hardware items like steel cross bars, cross arms clamps arching horn, brackets, etc
108. Electronic door bell
109. Emergency Light (Rechargeable type)
110. Enamel Wares and Enamel Utensils
111. Equipment camouflage Bamboo support
112. Exhaust Muffler
113. Expanded Metal
114. Eyelets
115. Film Polythene - including wide width film
116. Film spools and cans
117. Fire Extinguishers (wall type)
118. Foot Powder
119. French polish
120. Funnels
121. Fuse Cut outs
122. Fuse Unit
123. Garments (excluding supply from Indian Ordnance Factories)
124. Gas mantels
125. Gauze cloth
126. Gauze surgical all types
127. Ghamellas (Tasllas)
128. Glass Ampules
129. Glass and Pressed Wares
130. Glue
131. Grease Nipples and Grease guns
132. Gun cases
133. Gun Metal Bushes
134. Gumtape
135. Hand drawn carts of all types
136. Hand gloves of all types
137. Hand Lamps Railways
138. Hand numbering machine
139. Hand pounded Rice (polished and unpolished)
140. Hand presses
141. Hand Pump
142. Hand Tools of all types
143. Handles wooden and bamboo (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
144. Harness Leather
145. Hasps and Staples
146. Haver Sacks
147. Helmet Non-Metallic
148. Hide and country leather of all types
149. Hinges
150. Hob nails
151. Holdall
152. Honey
153. Horse and Mule Shoes
154. Hydraulic Jacks below 30 ton capacity
155. Insecticides Dust and Sprayers (Manual only)
156. Invalid wheeled chairs.
157. Invertor domestic type upto 5 KVA
158. Iron (dhobi)
159. Key board wooden
160. Kit Boxes
161. Kodali
162. Lace leather
163. Lamp holders
164. Lamp signal
165. Lanterns Posts and bodies
166. Lanyard
167. Latex foam sponge
168. Lathies
169. Letter Boxes
170. Lighting Arresters - upto 22 kv
171. Link Clip
172. Linseed Oil
173. Lint Plain
174. Lockers
175. Lubricators
176. L.T. Porcelain KITKAT and Fuse Grips
177. Machine Screws
178. Magnesium Sulphate
179. Mallet Wooden
180. Manhole covers
181. Measuring Tapes and Sticks

182. Metal clad switches (upto 30 Amps)
183. Metal Polish
184. Metallic containers and drums other than N.E.C. (Not elsewhere classified)
185. Metric weights
186. Microscope for normal medical use
187. Miniature bulbs (for torches only)
188. M.S. Tie Bars
189. Nail Cutters
190. Naphthalene Balls
191. Newar
192. Nickel Sulphate
193. Nylon Stocking
194. Nylon Tapes and Laces
195. Oil Bound Distemper
196. Oil Stoves (Wick stoves only)
197. Pad locks of all types
198. Paint remover
199. Palma Rosa Oil
200. Palmgur
201. Pans Lavatory Flush
202. Paper conversion products- paper bags, envelops, Ice-cream cup, paper cup and saucers and paper Plates
203. Paper Tapes (Gummed)
204. Pappads
205. Pickles and Chutney
206. Piles fabric
207. Pillows
208. Plaster of Paris
209. Plastic Blow Moulded Containers upto 20 litre excluding Poly Ethylene Terphthalate (PET) Containers
210. Plastic cane
211. Playing Cards
212. Plugs and Sockets electric upto 15 Amp
213. Polythene bags
214. Polythene Pipes
215. Post Picket (Wooden)
216. Postal Lead seals
217. Potassium Nitrate
218. Pouches
219. Pressure Die Casting upto 0.75 kg
220. Privy Pans
221. Pulley Wire
222. PVC footwears
223. PVC pipes upto 110 mm
224. PVC Insulated Aluminium Cables (upto 120 sq. mm) (ISS:694)
225. Quilts, Razais
226. Rags
227. Railway Carriage light fittings
228. Rakes Ballast
229. Razors
230. RCC Pipes upto 1200 mm. dia
231. RCC Poles Prestressed
232. Rivets of all types
233. Rolling Shutters
234. Roof light Fittings
235. Rubber Balloons
236. Rubber Cord
237. Rubber Hoses (Unbranded)
238. Rubber Tubing (Excluding braided tubing)
239. Rubberised Garments Cap and Caps etc
240. Rust/Scale Removing composition
241. Safe meat and milk
242. Safety matches
243. Safety Pins (and other similar products like paper pins, staples pins etc.)
244. Sanitary Plumbing fittings
245. Sanitary Towels
246. Scientific Laboratory glass wares (Barring sophisticated items)
247. Scissors cutting (ordinary)
248. Screws of all types including High Tensile
249. Sheep skin all types
250. Shellac
251. Shoe laces
252. Shovels
253. Sign Boards painted
254. Silk ribbon
255. Silk Webbing
256. Skiboots and shoes
257. Sluice Valves
258. Snapfastner (Excluding 4 pcs. ones)
259. Soap Carbolic
260. Soap Curd
261. Soap Liquid
262. Soap Soft
263. Soap washing or laundary soap
264. Soap Yellow
265. Socket/pipes

266. Sodium Nitrate
267. Sodium Silicate
268. Sole leather
269. Spectacle frames
270. Spiked boot
271. Sports shoes made out of leather (for all Sports games)
272. Squirrel Cage Induction Motors upto and including 100 KW440 volts 3 phase
273. Stapling machine
274. Steel Almirah
275. Steel beds stead
276. Steel Chair
277. Steel desks
278. Steel racks/shelf
279. Steel stools
280. Steel trunks
281. Steel wool
282. Steel and aluminium windows and ventilators
283. Stockinet
284. Stone and stone quarry rollers
285. Stoneware jars
286. Stranded Wire
287. Street light fittings
288. Student Microscope
289. Studs (excluding high tensile)
290. Surgical Gloves (Except Plastic)
291. Table knives (Excluding Cutlery)
292. Tack Metallic
293. Taps
294. Tarpaulins
295. Teak fabricated round blocks
296. Tent Poles
297. Tentage Civil/Military and Salitah Jute for Tentage
298. Textiles manufactures other than N.E.C. (not elsewhere classified)
299. Tiles
300. Tin Boxes for postage stamp
301. Tin can unprinted upto 4 gallons capacity (other than can O.T.S.)
302. Tin Mess
303. Tip Boots
304. Toggle Switches
305. Toilet Rolls
306. Transformer type welding sets conforming to IS:1291/75 (upto 600 amps)
307. Transistor Radio upto 3 band
308. Transistorised Insulation - Testers
309. Trays
310. Trays for postal use
311. Trolley
312. Trollies - drinking water
313. Tubular Poles
314. Tyres and Tubes (Cycles)
315. Umbrellas
316. Utensils all types
317. Valves Metallic
318. Varnish Black Japan
319. Voltage Stablisers including C.V.T's
320. Washers all types
321. Water Proof Covers
322. Water Proof paper
323. Water tanks upto 15,000 litres capacity
324. Wax sealing
325. Waxed paper
326. Weighing Scale
327. Welded Wiremash
328. Wheel barrows
329. Whistle
330. Wicks cotton
331. Wing Shield Wipers (Arms and Blades only)
332. Wire brushes and Fibre Brushes
333. Wire Fencing and Fittings
334. Wire nails and Horse shoe nails
335. Wire nettings of gauze thicker than 100 mesh size
336. Wood Wool
337. Wooden ammunition boxes
338. Wooden Boards
339. Wooden Box for Stamps
340. Wooden Boxes and Cases N.E.C. (Not elsewhere classified)
341. Wooden Chairs
342. Wooden Flush Door Shutters
343. Wooden packing cases all sizes
344. Wooden pins
345. Wooden plugs
346. Wooden shelves
347. Wooden veneers
348. Woollen hosiery
349. Zinc Sulphate
350. Zip Fasteners

**HANDICRAFT ITEMS**

| Sl.No. | Item Description | Source of Supply |
|---|---|---|
| 351 | Cane furniture Handlooms | North Eastern Handicrafts and Development Corporation Assam Govt. Marketing Corpn. Craft Society of Manipur Nagaland Handicrafts and Handlooms Development Corpn. |
| 352. | Bamboo file tray, Baskets, Pencil stand, side racks etc. | -do- |
| 353. | Artistic Wooden Furniture | Rajasthan Small Industries Corpn., U.P. Export Corporation. |
| 354. | Wooden paper weight, racks etc. | -do- |
| 355. | Glass covers made and grass jute of wood | -do- |
| 356. | Jute furniture | West Bengal Handicrafts Dev.Corpn. Jute Mfg. Development Corporation Orissa State Handicrafts Dev.Corpn. |
| 357. | Jute bags, file cover | -do- |
| 358. | Woolen and silk carpets | U.P. Export Corporation JandK Sale and Export Corporation |

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**Ministry of Micro, Small and Medium Enterprises**
**Office of Development Commissioner (MSME)**

**New Delhi,**
**The 23rd March, 2012**

# ORDER

**Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012**

Whereas, the Central Government Ministries, Departments and Public Sector Undertakings shall procure minimum of 20 per cent of their annual value of goods or services from Micro and Small Enterprises;

And whereas, the Public Procurement Policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises;

And whereas, the Public Procurement Policy rests upon core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective; and

And whereas, for facilitating promotion and development of micro and small enterprises, the Central Government or the State Government, as the case may be, by Order notify from time to time, preference policies in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries or Departments, as the case may be, or its aided institutions and public sector enterprises.

Now, therefore, in exercise of the powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Central Government, by Order, notifies the Public Procurement Policy (hereinafter referred to as the Policy) in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings.

**2. Short title and commencement**. -

(1) This Order is titled as 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'.

(2) It shall come into force with effect from 1st April 2012.

**3. Mandatory procurement from Micro Small and Enterprises. –** (1) Every Central Ministry or Department or Public Sector Undertaking shall set an annual goal of procurement from Micro and Small Enterprises from the financial year 2012-13 and onwards, with the objective of achieving an overall procurement of minimum of 20 per cent, of total annual purchases of products produced and services rendered by Micro and Small Enterprises in a period of three years.

(2)Annual goal of procurement also include sub-contracts to Micro and Small Enterprises by large enterprises and consortia of Micro and Small Enterprises formed by National Small Industries Corporation.

(3)After a period of three years i.e. from 1st April 2015, overall procurement goal of minimum of 20 per cent shall be made mandatory.

(4)The Central Ministries, Departments and Public Sector Undertakings which fail to meet the annual goal shall substantiate with reasons to the Review Committee headed by Secretary (Micro, Small and Medium Enterprises), constituted in Ministry of Micro, Small and Medium Enterprises, under this Policy.

**4.Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes.** — Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

**5.Reporting of targets in Annual Report.** — (1) The data on Government procurements from Micro and Small Enterprises is vital for strengthening the Policy and for this purpose, every Central Ministry or Department or Public Sector Undertaking shall report goals set with respect to procurement to be met from Micro and Small Enterprises and achievement made thereto in their respective Annual Reports.

(2) The annual reporting shall facilitate in better understanding of support being provided by different Ministries or Departments or Public Sector Undertakings to Micro and Small Enterprises.

**6. Price quotation in tenders.** — (1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.

(2) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

**7.Developing Micro and Small Enterprise vendors. –** The Central Ministries or Departments or Public Sector Undertakings shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes or Buyer-Seller Meets and entering into Rate Contract with Micro and Small Enterprises for a specified period in respect of periodic requirements.

**8.Annual Plan for Procurement from Micro and Small Enterprises on websites. –** The Ministries or Departments or Public Sector Undertakings shall also prepare Annual Procurement Plan for purchases and upload the same on their official website so that Micro and Small Enterprises may get advance information about requirement of procurement agencies.

**9.Enhancing participations of Micro and Small Enterprises including those owned by Scheduled Castes or Scheduled Tribes in Government procurements. —** For enhancing participation of Scheduled Castes or Scheduled Tribes in Government procurement, the Central Government Ministries, Departments and Public Sector Undertakings shall take following steps, namely:-

(a) Special Vendor Development Programmes or Buyer-Seller Meets shall be conducted by Departments/Public Sector Undertakings for Scheduled Castes or Scheduled Tribes;

(b) Outreach programmes shall be conducted by National Small Industries Corporation to cover more and more Micro and Small Enterprises from Scheduled Castes or Scheduled Tribes under its schemes of consortia formation; and

(c) National Small Industries Corporation shall open a special window for Scheduled Castes or Scheduled Tribes under its Single Point Registration Scheme (SPRS).

**10.Reduction in transaction cost. —** To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money, adopting e-procurement to bring in transparency in tendering

process and setting up a Grievance Cell in the Ministry of Micro, Small and Medium Enterprises.

**11.Reservation of specific items for procurement. —** To enable wider dispersal of enterprises in the country, particularly in rural areas, the Central Government Ministries or Departments or Public Sector Undertakings shall continue to procure 358 items (Appendix) from Micro and Small Enterprises, which have been reserved for exclusive purchase from them. This will help in promotion and growth of Micro and Small Enterprises, including Khadi and village industries, which play a critical role in fostering inclusive growth in the country.

**12.Review Committee. –** (1) A Review Committee has been constituted under the Chairmanship of Secretary, Ministry of Micro, Small and Medium Enterprises, for monitoring and review of Public Procurement Policy for Micro and Small Enterprises vide Order No. 21(1)/2007-MA dated the 21st June 2010 (Annexure).

(2) This Committee shall, inter alia, review list of 358 items reserved for exclusive purchase from Micro and Small Enterprises on a continuous basis, consider requests of the Central Ministries or Departments or Public Sector Undertakings for exemption from 20 per cent target on a case to case basis and monitor achievements under the Policy.

**13.Setting up of Grievance Cell. —** In addition, a 'Grievance Cell' will be set up in Ministry of Micro, Small and Medium Enterprises for redressing grievances of Micro and Small Enterprises in Government procurement. This cell shall take up issues related to Government procurement raised by Micro and Small Enterprises with Departments or agencies concerned, including imposition of unreasonable conditions in tenders floated by Government Departments or agencies that put Micro and Small Enterprises at a disadvantage.

**14.Special Provisions for Defence Procurements. —** Given their unique nature, defence armament imports shall not be included in computing 20 per cent

goal for Ministry of Defence. In addition, defence equipments like weapon systems, missiles, etc. shall remain out of purview of such Policy of reservation.

**15.Monitoring of Goals. —** The monitoring of goals set under the Policy shall be done, in so far as they relate to the Defence sector, by Ministry of Defence itself in accordance with suitable procedures to be established by them.

**16.Removal of difficulty. —** Any difficulties experienced during the course of implementation of the above Policy shall be clarified by Ministry of Micro, Small and Medium Enterprises through suitable Press releases which would be kept on the public domain.

**(AMARENDRA SINHA)**
**Additional Secretary and Development Commissioner (MSME)**

**Annexure**

**No. 21(1)/2007-MA**
**Government of India**
**Ministry of Micro, Small and Medium Enterprises**
**Office of the Development Commissioner (MSME)**
******

'A' Wing, 7th Floor, Nirman Bhavan,
New Delhi-110108
Dated: 21st June, 2010

**ORDER**

Subject: **Constitution of a Committee for monitoring and review of the Public Procurement Policy for Micro and Small Enterprises**

Pending approval of the new Public Procurement Policy for Micro and Small Enterprises (MSEs), a Committee is hereby constituted for looking into the applicability of some of the provisions of the proposed Policy in respect of select Central Ministries/Departments.. The Committee will be chaired by the Secretary, Ministry of Micro, Small and Medium Enterprises.

2. The composition of the Committee will be as follows:

| | | | |
|---|---|---|---|
| (i) | Secretary, Ministry of MSME | : | Chairman |
| (ii) | Secretary, Planning Commission | : | Member |
| (iv) | Secretary, Department of Public Enterprises | : | Member |
| (v) | Director General (Supplies and Disposals), Department of Commerce, | : | Member |
| (vii) | Ministry of Commerce and Industry | | |
| (viii) | Additional Secretary and Development Commissioner (MSME) | : | Member Secretary |

3. The Committee will undertake the following functions:

(i) Consider the requests of the Central Ministries/Departments/PSUs for exemption, on a case to case basis, from the 20% target;
(ii) Review the list of 358 items (as per Appendix) reserved for exclusive purchase from the MSEs based on the feedback received from the Central Ministries/Departments/PSUs ;

(iii) Review the grievances received from MSEs regarding Government procurement, including imposition of unreasonable conditions in the tenders floated by the Government Departments/PSUs; and

(iv) Suggest special measures to be taken by the Central Ministries/Departments for enhancing their procurements from MSEs.

4. The Committee may co-opt any other Ministries/Departments of the Central Government as well as State Governments or invite any other expert/person associated/concerned with the MSMEs in its meetings, as and when required.

5. The Office of the Development Commissioner (MSME) will provide secretariat support to this Committee.

6. This issues with the approval of the Competent Authority.

Sd/-
**(Praveen Mahto)**
**Additional Economic Adviser**
Ph: 23062230, Fax: 23061611

**To,**

**All Members of the Committee**

Copy to:

1. Cabinet Secretariat (Shri V.P.Arora, Under Secretary), w.r.t. their O.M.No. 601/2/1/2009-Cab.III dated 24.02.2010
2. PS to Minister (MSME)
3. Sr. PPS to Secretary (MSME)

**Appendix**

## LIST OF ITEMS RESERVED FOR PURCHASE FROM SMALL SCALE INDUSTRIAL UNITS INCLUDING HANDICRAFT SECTOR.

| Sl No. | Item Description |
|---|---|
| 1. | AAC/and ACSR Conductor upto 19 strands |
| 2. | Agricultural Implements<br>(a) Hand Operated tools and implements<br>(b)Animal driven implements |
| 3. | Air/Room Coolers |
| 4. | Aluminum builder's hardware |
| 5. | Ambulance stretcher |
| 6. | Ammeters/ohm meter/Volt meter (Electro magnetic upto Class I accuracy) |
| 7. | Anklets Web Khaki |
| 8. | Augur (Carpenters) |
| 9. | Automobile Head lights Assembly |
| 10. | Badges cloth embroidered and metals |
| 11. | Bags of all types i.e. made of leather, cotton, canvas and jute etc. including kit bags, mail bags, sleeping bags and water-proof bag. |
| 12. | Bandage cloth |
| 13. | Barbed Wire |
| 14. | Basket cane (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation) |
| 15. | Bath tubs |
| 16. | Battery Charger |
| 17. | Battery Eliminator |
| 18. | Beam Scales (upto 1.5 tons) |
| 19. | Belt leather and straps |
| 20. | Bench Vices |
| 21. | Bituminous Paints |
| 22. | Blotting Paper |
| 23. | Bolts and Nuts |
| 24. | Bolts Sliding |
| 25. | Bone Meal |
| 26. | Boot Polish |
| 27. | Boots and Shoes of all types including canvas shoes |
| 28. | Bowls |
| 29. | Boxes Leather |
| 30. | Boxes made of metal |
| 31. | Braces |
| 32. | Brackets other than those used in Railways |
| 33. | Brass Wire |
| 34. | Brief Cases (other than moulded luggage) |

35. Brooms
36. Brushes of all types
37. Buckets of all types
38. Button of all types
39. Candle Wax Carriage
40. Cane Valves/stock valves (for water fittings only)
41. Cans metallic (for milk and measuring)
42. Canvas Products :
    (a) Water Proof Deliver, Bags to spec. No. IS - 1422/70
    (b) Bonnet Covers and Radiators Muff. to spec. Drg. Lv 7/NSN/IA/130295
43. Capes Cotton and Woollen
44. Capes Waterproof
45. Castor Oil
46. Ceiling roses upto 15 amps
47. Centrifugal steel plate blowers
48. Centrifugal Pumps suction and delivery 150 mm. x 150 mm
49. Chaff Cutter Blade
50. Chains lashing
51. Chappals and sandals
52. Chamois Leather
53. Chokes for light fitting
54. Chrome Tanned leather (Semi-finished Buffalo and Cow)
55. Circlips
56. Claw Bars and Wires
57. Cleaning Powder
58. Clinical Thermometers
59. Cloth Covers
60. Cloth Jaconet
61. Cloth Sponge
62. Coir fibre and Coir yarn
63. Coir mattress cushions and matting
64. Coir Rope hawserlaid
65. Community Radio Receivers
66. Conduit pipes
67. Copper nail
68. Copper Napthenate
69. Copper sulphate
70. Cord Twine Maker
71. Cordage Others
72. Corrugated Paper Board and Boxes
73. Cotton Absorbent
74. Cotton Belts
75. Cotton Carriers
76. Cotton Cases
77. Cotton Cord Twine

78. Cotton Hosiery
79. Cotton Packs
80. Cotton Pouches
81. Cotton Ropes
82. Cotton Singlets
83. Cotton Sling
84. Cotton Straps
85. Cotton tapes and laces
86. Cotton Wool (Non absorbent)
87. Crates Wooden and plastic
88. (a) Crucibles upto No. 200
    (b) Crucibles Graphite upto No. 500
    (c) Other Crucibles upto 30 kgs.
89. Cumblies and blankets
90. Curtains mosquito
91. Cutters
92. Dibutyl phthalate
93. Diesel engines upto 15 H.P
94. Dimethyl Phthalate
95. Disinfectant Fluids
96. Distribution Board upto 15 amps
97. Domestic Electric appliances as per BIS Specifications:-
    - Toaster Electric, Elect. Iron, Hot Plates, Elect. Mixer, Grinders, Room heaters and convectors and ovens
98. Domestic (House Wiring) P.V.C. Cables and Wires (Aluminum) Conforming to the prescribed BIS Specifications and upto 10.00 mm sq. nominal cross section
99. Drawing and Mathematical Instruments
100. Drums and Barrels
101. Dust Bins
102. Dust Shield leather
103. Dusters Cotton all types except the items required in Khadi
104. Dyes :
    (a) Azo Dyes (Direct and Acid)
    (b) Basic Dyes
105. Electric Call bells/buzzers/door bells
106. Electric Soldering Iron
107. Electric Transmission Line Hardware items like steel cross bars, cross arms clamps arching horn, brackets, etc
108. Electronic door bell
109. Emergency Light (Rechargeable type)
110. Enamel Wares and Enamel Utensils
111. Equipment camouflage Bamboo support
112. Exhaust Muffler
113. Expanded Metal
114. Eyelets

115. Film Polythene - including wide width film
116. Film spools and cans
117. Fire Extinguishers (wall type)
118. Foot Powder
119. French polish
120. Funnels
121. Fuse Cut outs
122. Fuse Unit
123. Garments (excluding supply from Indian Ordnance Factories)
124. Gas mantels
125. Gauze cloth
126. Gauze surgical all types
127. Ghamellas (Tasllas)
128. Glass Ampules
129. Glass and Pressed Wares
130. Glue
131. Grease Nipples and Grease guns
132. Gun cases
133. Gun Metal Bushes
134. Gumtape
135. Hand drawn carts of all types
136. Hand gloves of all types
137. Hand Lamps Railways
138. Hand numbering machine
139. Hand pounded Rice (polished and unpolished)
140. Hand presses
141. Hand Pump
142. Hand Tools of all types
143. Handles wooden and bamboo (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
144. Harness Leather
145. Hasps and Staples
146. Haver Sacks
147. Helmet Non-Metallic
148. Hide and country leather of all types
149. Hinges
150. Hob nails
151. Holdall
152. Honey
153. Horse and Mule Shoes
154. Hydraulic Jacks below 30 ton capacity
155. Insecticides Dust and Sprayers (Manual only)
156. Invalid wheeled chairs.
157. Invertor domestic type upto 5 KVA
158. Iron (dhobi)
159. Key board wooden

160. Kit Boxes
161. Kodali
162. Lace leather
163. Lamp holders
164. Lamp signal
165. Lanterns Posts and bodies
166. Lanyard
167. Latex foam sponge
168. Lathies
169. Letter Boxes
170. Lighting Arresters - upto 22 kv
171. Link Clip
172. Linseed Oil
173. Lint Plain
174. Lockers
175. Lubricators
176. L.T. Porcelain KITKAT and Fuse Grips
177. Machine Screws
178. Magnesium Sulphate
179. Mallet Wooden
180. Manhole covers
181. Measuring Tapes and Sticks
182. Metal clad switches (upto 30 Amps)
183. Metal Polish
184. Metallic containers and drums other than N.E.C. (Not elsewhere classified)
185. Metric weights
186. Microscope for normal medical use
187. Miniature bulbs (for torches only)
188. M.S. Tie Bars
189. Nail Cutters
190. Naphthalene Balls
191. Newar
192. Nickel Sulphate
193. Nylon Stocking
194. Nylon Tapes and Laces
195. Oil Bound Distemper
196. Oil Stoves (Wick stoves only)
197. Pad locks of all types
198. Paint remover
199. Palma Rosa Oil
200. Palmgur
201. Pans Lavatory Flush
202. Paper conversion products- paper bags, envelops, Ice-cream cup, paper cup and saucers and paper Plates
203. Paper Tapes (Gummed)

204. Pappads
205. Pickles and Chutney
206. Piles fabric
207. Pillows
208. Plaster of Paris
209. Plastic Blow Moulded Containers upto 20 litre excluding Poly Ethylene Terphthalate (PET) Containers
210. Plastic cane
211. Playing Cards
212. Plugs and Sockets electric upto 15 Amp
213. Polythene bags
214. Polythene Pipes
215. Post Picket (Wooden)
216. Postal Lead seals
217. Potassium Nitrate
218. Pouches
219. Pressure Die Casting upto 0.75 kg
220. Privy Pans
221. Pulley Wire
222. PVC footwears
223. PVC pipes upto 110 mm
224. PVC Insulated Aluminium Cables (upto 120 sq. mm) (ISS:694)
225. Quilts, Razais
226. Rags
227. Railway Carriage light fittings
228. Rakes Ballast
229. Razors
230. RCC Pipes upto 1200 mm. dia
231. RCC Poles Prestressed
232. Rivets of all types
233. Rolling Shutters
234. Roof light Fittings
235. Rubber Balloons
236. Rubber Cord
237. Rubber Hoses (Unbranded)
238. Rubber Tubing (Excluding braided tubing)
239. Rubberised Garments Cap and Caps etc
240. Rust/Scale Removing composition
241. Safe meat and milk
242. Safety matches
243. Safety Pins (and other similar products like paper pins, staples pins etc.)
244. Sanitary Plumbing fittings
245. Sanitary Towels
246. Scientific Laboratory glass wares (Barring sophisticated items)
247. Scissors cutting (ordinary)

248. Screws of all types including High Tensile
249. Sheep skin all types
250. Shellac
251. Shoe laces
252. Shovels
253. Sign Boards painted
254. Silk ribbon
255. Silk Webbing
256. Skiboots and shoes
257. Sluice Valves
258. Snapfastner (Excluding 4 pcs. ones)
259. Soap Carbolic
260. Soap Curd
261. Soap Liquid
262. Soap Soft
263. Soap washing or laundary soap
264. Soap Yellow
265. Socket/pipes
266. Sodium Nitrate
267. Sodium Silicate
268. Sole leather
269. Spectacle frames
270. Spiked boot
271. Sports shoes made out of leather (for all Sports games)
272. Squirrel Cage Induction Motors upto and including 100 KW440 volts 3 phase
273. Stapling machine
274. Steel Almirah
275. Steel beds stead
276. Steel Chair
277. Steel desks
278. Steel racks/shelf
279. Steel stools
280. Steel trunks
281. Steel wool
282. Steel and aluminium windows and ventilators
283. Stockinet
284. Stone and stone quarry rollers
285. Stoneware jars
286. Stranded Wire
287. Street light fittings
288. Student Microscope
289. Studs (excluding high tensile)
290. Surgical Gloves (Except Plastic)
291. Table knives (Excluding Cutlery)
292. Tack Metallic

293. Taps
294. Tarpaulins
295. Teak fabricated round blocks
296. Tent Poles
297. Tentage Civil/Military and Salitah Jute for Tentage
298. Textiles manufactures other than N.E.C. (not elsewhere classified)
299. Tiles
300. Tin Boxes for postage stamp
301. Tin can unprinted upto 4 gallons capacity (other than can O.T.S.)
302. Tin Mess
303. Tip Boots
304. Toggle Switches
305. Toilet Rolls
306. Transformer type welding sets conforming to IS:1291/75 (upto 600 amps)
307. Transistor Radio upto 3 band
308. Transistorised Insulation - Testers
309. Trays
310. Trays for postal use
311. Trolley
312. Trollies - drinking water
313. Tubular Poles
314. Tyres and Tubes (Cycles)
315. Umbrellas
316. Utensils all types
317. Valves Metallic
318. Varnish Black Japan
319. Voltage Stablisers including C.V.T's
320. Washers all types
321. Water Proof Covers
322. Water Proof paper
323. Water tanks upto 15,000 litres capacity
324. Wax sealing
325. Waxed paper
326. Weighing Scale
327. Welded Wire mash
328. Wheel barrows
329. Whistle
330. Wicks cotton
331. Wing Shield Wipers (Arms and Blades only)
332. Wire brushes and Fibre Brushes
333. Wire Fencing and Fittings
334. Wire nails and Horse shoe nails
335. Wire nettings of gauze thicker than 100 mesh size
336. Wood Wool
337. Wooden ammunition boxes

338. Wooden Boards
339. Wooden Box for Stamps
340. Wooden Boxes and Cases N.E.C. (Not elsewhere classified)
341. Wooden Chairs
342. Wooden Flush Door Shutters
343. Wooden packing cases all sizes
344. Wooden pins
345. Wooden plugs
346. Wooden shelves
347. Wooden veneers
348. Woolen hosiery
349. Zinc Sulphate
350. Zip Fasteners

**HANDICRAFT ITEMS**

| Sl.No. | Item Description | Source of Supply |
|---|---|---|
| 351 | Cane furniture Handlooms | North Eastern Handicrafts and Development Corporation Assam Govt. Marketing Corpn. Craft Society of Manipur Nagaland Handicrafts and Handlooms Development Corpn. |
| 352. | Bamboo file tray, Baskets, Pencil stand, side racks etc. | -do- |
| 353. | Artistic Wooden Furniture | Rajasthan Small Industries Corpn., U.P. Export Corporation. |
| 354. | Wooden paper weight, racks etc. | -do- |
| 355. | Glass covers made of wood and grass jute | -do- |
| 356. | Jute furniture | West Bengal Handicrafts Dev. Corpn. Jute Mfg. Development Corporation Orissa State Handicrafts Dev. Corpn. |
| 357. | Jute bags, file cover | -do- |
| 358. | Woolen and silk carpets | U.P. Export Corporation J and K Sale and Export Corporation |

***

MA.TEC.POL.CON.3A 26th October 2020

Note to: SBU / Entity Heads

**Relaxation in Past Track Record for Micro & Small Enterprises**

The Government has been granting various relaxations to Micro & Small Enterprises (MSEs) and Startup vendors in public procurement from time to time. Accordingly, the relaxation norms for startups were communicated vide note MA.TEC.POL.CON.3A dated 30th July 2018. In line with the directions from MoP&NG as per the study carried out on "Enhancing efficiency and transparency in procurement of Oil PSUs", it has been decided to provide relaxations in past track record even to MSEs who are not startups in order to enhance the participation of MSEs.

In view of this, it is proposed to relax the past experience criteria to the extent of 15% for MSEs. For example, if the similar works specified in Bidder Qualification Criteria are 80%/50%/40% of estimated cost for 1/2/3 similar works respectively, then for MSE bidders the same would be 68%/42.5%/34% for 1/2/3 similar works respectively.

Similarly, there shall be a relaxation to the extent of 15% in the average annual financial turnover during the previous three financial years for MSEs subject to maintaining a minimum threshold of 30%. For example, if the average annual financial turnover is specified as 60%, then the same would be 51% for MSEs. However, if the average annual financial turnover is specified as 30%, there shall not be any relaxation in this limit for MSEs.

It is reiterated that the above relaxations would be subject to the MSEs meeting the quality, safety, performance and technical specifications. The relaxation criteria shall only be applicable for procurement of goods produced and services rendered by MSEs, and shall not be applicable for works contracts. It should also be ensured that the vendor has a valid MSE certificate as per the laid down policy. These relaxations, if applicable, shall be suitably incorporated in the tender documents.

All other provisions as per MSE policy shall continue to be complied with.

V S Chadha

**V.S. Chadha**
**CGM (Corporate Finance)**

cc: SBU / Entity Finance Heads

Ref: TEC:POL:CON 1st August 2017

**Note To:** All SBU/ Entity Heads, SBU/Entity Finance Heads

**Subject: Clarification regarding award of job to MSE Vendor in case tendered item is non-divisible: Works Contracts**

This refers to our note of even reference dated 9th June 2016 (copy enclosed as Annexure - I) on the above subject.

We had sought clarifications from MSME Ministry on the applicability of Public Procurement Policy for Micro and Small Enterprises (MSEs) to Works Contracts. They have clarified vide their letter reference F.No.21(6)/2015-MA dated 10th April 17 quoting their earlier letter reference F.No.21(8)/2011-MA dated 9th November16 whereby the definition of Goods and Services applicable under PP Policy has been summarized as follows :

**Quote**:

"Goods" include all articles, material, commodity, livestock, furniture, fixtures, raw material, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railways rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible products like technology transfer, licenses, patents or other intellectual properties(but excludes books, publications, periodicals etc for a library), procured or otherwise acquired by a procuring entity. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance;
"Service" means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;

**Unquote:**

In view of the above, our circular reference TEC:POL:CON dated 9th June 2016 is applicable for tenders pertaining to "non-divisible Goods" and "non-divisible Services" only. This will not be applicable for tenders pertaining to "Works Contracts". Therefore, the Purchase Preference clause for MSEs as mentioned in the tender conditions should be accordingly removed for tenders pertaining to "Works Contracts". However, in order to promote the spirit of the Policy, EMD exemption will be applicable to MSE vendors participating in the tenders involving works contracts as per the Industry practice.

Needless to mention that as per FAQ no: 18 of Public Procurement Policy for MSEs Order 2012 dated 24.10.2016, Public Procurement Policy is applicable to procurement of Goods produced and Services rendered by MSEs. Works/trading activities are excluded from the purview of the Public Procurement Policy.

Please be guided accordingly.

Bakshi 1/8/17.

**(Rajiv Bakshi)**
**ED (Corporate Finance)**

**CC : CPO(M)** : This also refers to the clarification given during your meeting with Jt. Secretary MSME, Director MSME & Dy. Director-MSME on 21.03.2017 on the applicability of PP Policy for MSEs to Works Contracts.

→ CFO(M) Dir(M) R-2/1/2020

विकास आयुक्त का कार्यालय
(सूक्ष्म, लघु एवं मध्यम उद्यम)
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय
(भारत सरकार)
निर्माण भवन, मौलाना आजाद रोड,
नई दिल्ली-110 108

सत्यमेव जयते

OFFICE OF THE DEVELOPMENT COMMISSONER
(MICRO, SMALL & MEDIUM ENTERPRISES)
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES
GOVERNMENT OF INDIA
Nirman Bhawan, 7th Floor, Maulana Azad Road,
New Delhi-110 108

Ph. EPAX-23063800, 23063802, 23063803, 23063804, 23063805 & 23063806

No. 5/1(1)/2019-P&G/ Policy
(P-14360)

Dated: 13 .12.2019

P.A. → To be sent to Agra Post

R-2/1

To

Bharat Petroleum Corporation Limited (BPCL)
Bharat Bhavan,
4 and 6 Currimbhoy Road,
Ballard Estate,
Mumbai

**Subject: Verification of MSE certificate-reg.**

Sir,

Kindly refer to this office letter no. 5/1(1)/2019-P&G/ Policy dated 06.12.2019 on the above cited subject. It is further clarified that for verification of the MSME certificate obtained by the MSMEs on the UAM portal, the CA certificate issued by Chartered Accountants based on the provisions of the MSMED Act, 2006 and notifications/ circulars issued from time to time may also be accepted as a supporting document.

2. This issue with the approval of Competent Authority.

Yours faithfully,

AP 13.12.19

(A.K. Tamaria)
Dy. Director (Policy)
Ph.:01123061163

Copy to:

Shri C.R.Ruparel,
M/s Bharat Transport Company,
Pune

विकास आयुक्त का कार्यालय
(सूक्ष्म, लघु एवं मध्यम उद्यम)
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय
(भारत सरकार)
निर्माण भवन, मौलाना आज़ाद रोड,
नई दिल्ली-110 108

सत्यमेव जयते

Speed Post
OFFICE OF THE DEVELOPMENT COMMISSONER
(MICRO, SMALL & MEDIUM ENTERPRISES)
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES
GOVERNMENT OF INDIA
Nirman Bhawan, 7th Floor, Maulana Azad Road,
New Delhi-110 108

Ph. EPAX-23063800, 23063802, 23063803, 23063804, 23063805 & 23063806

No. 5/1(1)/2019-P&G/ Policy
(P-14360)

Dated: 6 .12.2019

To

Bharat Petroleum Corporation Limited (BPCL)
Bharat Bhavan,
4 and 6 Currimbhoy Road,
Ballard Estate,
Mumbai

**Subject: Verification of MSE certificate-reg.**

11. The UAM of M/s Bharat Transport Co. bearing no. MH26E0047885, as mentioned are available on our portal https://udyogaadhaar.gov.in/UA/UA_VerifyUAM_Details.aspx

12. This registration on the UAM portal is done by firms on the basis of self-declaration. M/o MSME does not carry out verification of the information uploaded by the MSMEs.

13. The copy of the returns filed along with a certificate issued by Chartered Accountant have been submitted by M/s Bharat Transport Co. to this office, asking for a certificate from the Ministry submitting that your concern has asked for such a certificate.

14. This Ministry does not undertake any such verification exercise and, as already mentioned above, the registration is obtained on the basis of self-declaration. It is incumbent on the CPSEs concerned to verify/ ascertain the veracity of the claim of any MSME as regards any particular enterprise satisfying the criterion of the investment limits as mentioned in the MSMED Act, 2006 before giving benefits under Public Procurement Policy, etc.

15. This issues with the approval of Competent Authority.

Yours faithfully,

6.12.19

(A.K. Tamaria)
Dy. Director (Policy)
Ph.:01123061163

Copy to:

Shri C.R.Ruparel,
M/s Bharat Transport Company,
Pune

O/C 6/12

**Ref : MA.TEC.POL.CON3A** **27th November 2017**

**Note To: All SBU /Entity Heads**

**Subject: Verification of original documents required for Bid Qualification Criteria in Open Tenders**

In the annual sectorial review meeting with CMDs and CVOs of Petroleum sector at CVC New Delhi, CVC pointed out that submission of fake certificates were unearthed in one of the PSUs after the award of job and reiterated the need for validating the genuineness of certificates at the time of awarding the tenders to mitigate the problems being faced later on. CVC has advised that "Certificates of at least those vendors who have qualified should be verified before awarding of contract. Linking of payment to genuineness of certificates to be looked into". Vigilance department has also reiterated the need for issuance of suitable instructions in this regard.

In order to meet the requirement of validating the genuineness of various certificates/documents at the time of awarding the Open tenders to mitigate the problems being faced later on, the original BQC related documents of the vendors shortlisted for award shall be mandatorily verified by BPCL procurement office or by the consultant (in case of PMC) or by empanelled TPIA.

The verification may also cover confirmation regarding other items like issue of PO / Contracts, completion certificates which can be obtained directly from the issuing Company/Agency on their letter head, authenticity of email confirmation etc. However, this is only an indicative list.

Kindly issue suitable instructions to all concerned procurement / tendering groups for compliance.

**Rajiv Bakshi**
**ED (Corporate Finance)**

**CC : All SBU / Entity Finance Heads**

Date:_____

**CERTIFCATE CONFIRMING ELIGIBILTY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY AS MSMED ACT 2006**

Ref: Tender No……. for……

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

**In case applicable:**

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

**In case applicable:**

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

# BIDDING FORMS

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| J | DECLARATION OF HOLIDAY LISTING, CONVICTION UNDER PREVENTION OF CORRUPTION ACT / IPC OR ANY OTHER LAW |
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**(FORM – A)**

## BIDDER'S GENERAL INFORMATION

## (OTHER DETAILS)

To,

BPCL

| S.No. | DESCRIPTION | BIDDER'S REPLY |
|---|---|---|
| 1.1 | Legal Name of the Bidder(Company) | |
| 1.2 | Date of Business (Company) Establishment | Day Month Year |
| 1.3 | Country of registration and Registration Number: | |
| 1.4 | Address of Registered Office | _____<br>_____<br>City :_____<br>District :_____<br>State :_____<br>PIN/ZIP:_____ |
| 1.5 | Operation/Working Address if different from above: | _____<br>_____<br>City :_____<br>District :_____<br>State :_____<br>PIN/ZIP:_____<br>GSTIN no. of Dispatch Point _____ |
| 1.6 | Bidder's address where order/contract is to be placed * | _____<br>_____<br>City :_____<br>District :_____<br>State :_____<br>PIN/ZIP:_____ |

| | | |
|---|---|---|
| 1.7 | Invoicing place and State | _____<br>_____<br>City :_____<br>District :_____<br>State :_____<br>PIN/ZIP:_____<br>GSTIN no. of invoicing place _____ |
| 1.8 | Name & Mobile no. of Concerned person(s) | |
| 1.9 | E-mail address of Concerned person(s): | |
| 1.10 | Internet Website (If applicable) | |
| **2.0** | **GENERAL** | |
| 2.1 | Income Tax PAN No. (In India) of the firm. | |
| 2.2 | **Whether Registered as MSE bidder or not.** | **Yes / No (Tick whichever is applicable)** |
| 2.3 | a) Detail of MSE Registration & MSE Registration No. | |
| | b) In case owner of Bidder's organisation belongs to SC/ST, then Bidder to submit requisite documents as specified in the Enquiry.<br>c) In case owner of Bidder's organisation belongs to Women category then Bidder to submit requisite documents.<br>d) MSME bidders registered under Trade Receivable e- Discounting System (TReDS) shall furnish details of registration with registration No. & date. | (Tick whichever is applicable)<br>Submitted / Not Applicable<br>Submitted / Not Applicable<br>Registration No. …….<br>Dated …… / Not Applicable |
| 2.4 | GST Registration No. of the firm. | |
| **3.0** | **Change of Ownership:** has there been any major change of Ownership of the establishment over the past five (5) years. If so, kindly provide details and if not, please affirm by "NONE". | |
| **4.0** | GeM Registration details (Applicable for enquiries not issued through GeM portal) | |

# FORM-B

ATC

SUPPLIER'S SIGNATURE WITH STAMP/SEAL

## COMPLIANCE TO BID REQUIREMENT

**(TO BE SUBMITTED ON THE LETTER HEAD OF BIDDER)**

**TITLE OF ITEM:**
**BIDDING DOCUMENT NO.**

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

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

** For and on behalf of

Authorized signatory Date:

*Here fill in the name of bidder.

or

EXCEPTIONS AND DEVIATIONS STATEMENT FORMAT

| Sl. NO. | BIDDING DOCUMENT REFERENCE | | SUBJECT | DEVIATIONS |
|---|---|---|---|---|
| | PAGE NO. | CLAUSE NO. | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**NOTE** :

1. Bidder is required to comply with the requirements of the Bidding Document, and not to stipulate any exceptions or deviations. In case it is unavoidable, Bidder may stipulate exceptions to requirements of Bidding Document in the above format only.

2. All exceptions and deviations taken by Bidder to the stipulations of the Bidding Document shall be indicated at one location in a separate section titled “Exceptions and Deviations” in the techno-commercial unpriced part of the Bid as per the above format only and not in the Bidding Document or in the Price Bid .
3. Any exceptions or deviations indicated elsewhere in the Bid and / or in other format shall not be taken cognizance of and Bid of the Bidder shall be deemed considered without having any such deviations taken by the Bidder.

SIGNATURE & STAMP OF BIDDER:

NAME OF BIDDER

# FORM C-1

# AGREED TERMS & CONDITIONS (ATC)

# (FOR INDIAN BIDDERS)

BINA PETCHEM AND REFINERY EXPANSION PROJECTS (BPREP)
OF
BHARAT PETROLEUM CORPORATION LIMITED (BPCL), BINA REFINERY

# AGREED TERMS & CONDITIONS (ATC) (FOR INDIAN BIDDERS / INDIAN SOURCED COMPONENTS BY FOREIGN BIDDERS)

Name of Bidding Entity : M/s _____

RFQ No.: _____

Bidder's Offer Ref No.: _____dated_____

Tel. No. _____Mob. No. _____Fax No. _____

Contact Person: _____E-mail _____

(*use capital letters only*)

1. All correspondence must be in **English** language only.
2. This is a pre-filled "questionnaire" and Bidder to accept and submit it online, duly signed and stamped on each page, as a token of their acceptance of all commercial terms and conditions.
3. All commercial terms / compliance / salient details are given /confirmed in this questionnaire and Bidding Forms itself and not elsewhere in the Offer. In case of contradiction, the confirmation given herein and in Bidding Forms by the Bidder shall prevail over the declaration/ statement/ confirmation given in other places by the Bidder. Bidder to note that the terms and conditions mentioned elsewhere in their offer or Bidder's own terms and conditions shall not be given cognizance of.
4. **Failure on the part of the Bidder in submitting this duly pre-filled "questionnaire" online with the Un-priced bid and/or submitting incomplete replies may lead to rejection of Bidder's Offer.**
5. Bidder's offer shall be in total compliance with RFQ documents containing commercial and technical specifications including general/ technical notes and scope of supply/work including documentation as per material requisition (MR) and subsequent technical/ commercial amendment, if any, and technical/commercial corrigendum, if any, without any deviation, otherwise such offer shall be liable for rejection.

| SL. NO. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| **1.** | **Price :**<br>Bidder confirms that quoted prices are strictly as per Price Schedule format of the Enquiry Document. | *Confirmed* |
| **2** | **Insurance:**<br>a) **Supply**<br>Transit/ Marine insurance shall be excluded from the supplier's scope and the same shall be arranged by the owner.<br>b) **Site Work**<br>For purchases involving site work, the comprehensive insurance (Transit / Marine cum – erection till handing over of equipment) has been taken care by the owner. However, site related insurance related to seller, including tools / tackles, equipment, workmen compensation, ES / PF etc. to be included in the seller quoted prices. (For details refer SPC) | Confirmed<br>*Confirmed* |

| SL. NO. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| **3.** | Confirm documentation charges as per MR are included in quoted prices. | *Confirmed* |
| **4.** | Confirm that priced copy of :<br>i. Supply of Mandatory spares as per Mandatory spare parts list in MR, if sought separately in MR / Price Schedule.<br>ii. Two years O & M, if applicable<br>iii. Details w.r.t. Import Content, if applicable<br>iv. Overtime rate of supervision, if applicable<br>v. Unit rate for addition / deletion , if applicable<br>as per Price schedule format has been uploaded in Financial bid/folder on etender Portal | *i. Confirmed*<br>*ii. Confirmed*<br>*iii. Confirmed*<br>*iv. Confirmed*<br>*v. Confirmed* |
| **5.** | **Price Reduction for delay in delivery/ completion:**<br>a) Confirm acceptance of price reduction schedule for delay in deliveries / completion as specified in GPC enclosed in RFQ Document.<br>b) In case of delay, vendor will reduce the invoice amount by applicable reduction.<br>c) The supplier shall submit credit note/adjustment in GST invoice for PRS, if applicable on account of delay in delivery. This is with respect to cases wherein supplier has not considered the applicable PRS in GST invoice. | *Confirmed*<br>*Confirmed*<br>*Confirmed* |
| **6.** | **Delivery / Completion Period:**<br>a) Confirm acceptance to delivery/completion period as stipulated in the RFQ/ IFB /Amendment (as applicable). | *Confirmed* |
| **7.** | **Payment Terms:**<br>Confirm acceptance of payment terms as specified in Bid Data Sheet (BDS) / Special Purchase Conditions (SPC). | *Confirmed* |
| **8.** | **Part order:**<br>a) Confirm acceptance of Part Order clause as per RFQ Document. (if applicable as per RFQ).<br>b) Items may be split (wherever applicable) to meet the Public Procurement Policy, 2012 for MSEs or Public Procurement (Preference to Make in India) (PPP-MII). Confirm acceptance.<br>c) Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order. | *Confirmed* |
| **9.** | **Repeat Order:**<br>Confirm Acceptance of Repeat Order clause as per RFQ Document. (Refer BDS for applicability) | *Confirmed* |

| SL. NO. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| **10.** | **Performance Bank Guarantee:**<br><br>a) Confirm submission of the Performance Bank Guarantee, in line with provisions of Enquiry Document.<br><br>b) The Performance Bank Guarantee shall be strictly as per proforma enclosed in Enquiry document and shall be from Banks allowed as per Enquiry Document and shall be submitted within 15 days from date of LOA / PO. | *Confirmed*<br><br>*Confirmed* |
| **11.** | **Guarantee / Warranty:**<br>Confirm acceptance to Guarantee / Warranty clause as mentioned in the GPC/BDS. | *Confirmed* |
| **12.** | **Firmness of prices:**<br>Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account (except in case specifically permissible as per bidding document). | *Confirmed* |
| **13.** | **Testing and Inspection charges:**<br><br>a) Inspection of Indigenous items shall be done by Engineers India Limited (EIL) and charges towards the same have NOT been included in the quoted price.<br><br>b) In the case bidder sourcing materials from abroad, the bidder shall arrange inspection through Third Party Inspection agency (as per Sl. No. 7.2 of GPC) in the country of origin & charges of the same shall be included in quoted prices and no additional charges shall be paid by Owner.<br><br>c) Quoted prices are inclusive of all testing charges (if applicable) as per MR.<br><br>d) Quoted prices are inclusive of all statutory certification charges PESO etc. (if applicable) as required in the Material Requisition | *Confirmed*<br><br>*Confirmed*<br><br>*Confirmed*<br><br>*Confirmed* |
| **14.** | Import content in the offer **(Tick one whichever is applicable).**<br>**(In case no option is selected, Import content shall be considered to be not applicable)**<br><br>a) Quoted prices are after considering the benefit of Input Credit on IGST Portion | ☐ APPLICABLE<br>☐ NOT APPLICABLE<br><br>a) Confirmed |
| **15.** | **Validity of Bid:**<br>Confirm Bid validity as stipulated in RFQ/ BDS covering letter from the date of opening of unpriced bid. | *Confirmed* |
| **16.** | a) **Compliance to RFQ documents (For Category-I items, refer BDS for applicability):**<br><br>Confirm your offer is in total compliance with RFQ Document containing technical specifications including General / Technical notes, scope of supply/ services/ site work (as applicable) including documentation as per Material Requisition (MR) and subsequent amendment and corrigendum, if any, without any deviation. | *Confirmed* |

| SL. NO. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| | b) Confirm your offer is in total compliance with RFQ documentation containing commercial terms and conditions as per the following documents, without any deviation:<br>i) Request for Quotation (RFQ) / Invitation for Bids (IFB)<br>ii) Instructions to Bidders (ITB)<br>iii) Bid Data Sheet (BDS) & Bidding Forms<br>iv) Special Purchase Conditions (SPC)<br>v) General Purchase Conditions (GPC)<br>vi) Terms & Conditions of Site work / GCC / HSE<br>vii) Integrity Pact.<br>viii) Terms & Conditions for Supervision services/ Training/ Hazop/ AMC/ PWCAMC/ PGTR/ 3-D Modeling etc (as applicable to MR)<br>ix) Packing, Marking & Shipping requirement.<br>x) Commercial / Technical Amendments, if any<br>xi) Any other document enclosed with Enquiry Document. | i) Confirmed<br>ii) Confirmed<br>iii) Confirmed<br>iv) Confirmed<br>v) Confirmed<br>vi) Confirmed (if applicable)<br>vii) Confirmed (if applicable)<br>viii) Confirmed (if applicable)<br>ix) Confirmed<br>x) Confirmed (if applicable)<br>xi) Confirmed |
| **17.** | **<u>For Stockist / Traders :</u>**<br>Quoted items shall be supplied from EIL enlisted manufacturer/ mill as per their enlistment with EIL.<br>(*Above clause is not applicable for Enquiries issued on open NIT basis)* | *Confirmed* |
| **18.** | Bidder to quote as per the requirements and terms and conditions of the RFQ Document including all the enclosures and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the Bidder's offer unless any amendment to RFQ Document is issued by OWNER/ EIL seeking price implication. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by Bidder are not accepted by OWNER/EIL and are required to be withdrawn by Bidder in favor of meeting the requirements and complying to the terms and conditions of the RFQ Document. Any unsolicited proposed price change by the Bidder is likely to render the Bidder's offer liable for rejection. Confirm compliance. | *Confirmed* |
| **19.** | Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail. | *Confirmed* |

BIDDER'S NAME:

SIGNATURE & SEAL:

**ANNEXURE-I to ATC (Indigenous)**

**BINA PETCHEM AND REFINERY EXPANSION PROJECTS (BPREP)**
**OF**
**BHARAT PETROLEUM CORPORATION LIMITED (BPCL), BINA REFINERY**

## INPUTS BY BIDDERS

NAME OF BIDDER: _____

SUPPLIER OFFER REF. _____ Dated _____

RFQ NO.: _____

The salient features of the offer are as below:

| | |
|---|---|
| 1. Specify Despatch point<br>2. GSTIN no. of Despatch point<br>3. HSN Code | _____<br>_____<br>_____ |
| 4. Specify Invoicing place and State<br>5. GSTIN no. of invoicing place | _____<br>_____ |
| 6. If the Supplier is currently unregistered due to turnover below threshold, undertaking/ letter stating reason for non-obtaining registration * | YES ( ) / NO ( ) |
| 7. In case the Supplier is located in SEZ, declaration/ undertaking/ certificate shall be provided * | YES ( ) / NO ( ) |
| *-(√) whichever is applicable | |

BIDDER'S NAME:

SIGNATURE & SEAL:

# FORM C-2

# AGREED TERMS & CONDITIONS (ATC)

# (FOR FOREIGN BIDDERS)

BINA PETCHEM AND REFINERY EXPANSION PROJECTS (BPREP)
OF
BHARAT PETROLEUM CORPORATION LIMITED (BPCL), BINA REFINERY

# AGREED TERMS & CONDITIONS (ATC)
# (FOR FOREIGN BIDDERS)

Name of Bidding Entity: M/s _____

RFQ No.: _____

Bidder's Offer Ref No. _____ dated _____

Tel. No. _____Mob. No. _____ Fax No. _____

Contact Person: _____ E-mail _____

(*use capital letters only*)

1. All correspondence must be in **English** language only.
2. This is a pre-filled "questionnaire" and Bidder to accept and submit it online, duly signed and stamped on each page, as a token of their acceptance of all commercial terms and conditions.
3. All commercial terms / compliance / salient details are given /confirmed in this questionnaire and Bidding Forms itself and not elsewhere in the Offer. In case of contradiction, the confirmation given herein and in Bidding Forms by the Bidder shall prevail over the declaration/ statement/ confirmation given in other places by the Bidder. Bidder to note that the terms and conditions mentioned elsewhere in their offer or Bidder's own terms and conditions shall not be given cognizance of.
4. **Failure on the part of the Bidder in submitting this duly pre-filled "questionnaire" online with the Un-priced bid and/or submitting incomplete replies may lead to rejection of Bidder's Offer.**
5. Bidder's offer shall be in total compliance with RFQ documents containing commercial and technical specifications including general/ technical notes and scope of supply/work including documentation as per material requisition (MR) and subsequent technical/ commercial amendment, if any, and technical/commercial corrigendum, if any, without any deviation, otherwise such offer shall be liable for rejection.

| Sl. No. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| **1.** | a) Bidder confirms that quoted prices are strictly as per Price Schedule format of the Enquiry Document.<br><br>b) Confirm quoted prices are inclusive of stowage charges (Applicable in case of pipes RFQ).<br><br>c) Confirm that ocean freight charges upto port of entry- Nhava sheva, (India) has been quoted separately by you in the price schedule. | *Confirmed*<br><br>*Confirmed*<br><br>*Confirmed, Quoted in Price Schedule* |
| **2.** | **Insurance:**<br>**a) Supply**<br>Price quoted must exclude Marine insurance charges from FOB International Port of Exit Price, as same shall be arranged by the Owner. However all marine insurance charges for inland transit upto FOB International Port of Exit must be included by you in your prices.<br>**b) Site Work** | *Confirmed* |

| Sl. No. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| | Comprehensive insurance (Transit / Marine cum – erection till handing over of equipment) has been taken care by the owner. However site related insurance related to seller, including tools / tackles, equipment, workmen compensation, ES / PF etc. to be included in the seller quoted prices. (For details refer SPC) | *Confirmed* |
| **3.** | **Currency of Quote**<br>Confirm that you have specified the currency of quote in Price Schedule Format / BoQ , in line with SPC. | *Confirmed* |
| **4.** | **Delivery / Completion Period:**<br>a) Delivery / Completion period shall be strictly as mentioned in the RFQ covering letter. | *Confirmed* |
| **5.**<br>a.<br><br>b. | **Taxes & Duties:**<br>All taxes, duties and levies of any kind payable upto FOB International Port of Exit shall be borne by Bidder.<br>Export permit/ licence if required shall be vendor's responsibility & any expenditure towards same will be borne by Bidder. | *Confirmed*<br><br>*Confirmed* |
| **6.** | **Validity:**<br>Confirm Bid validity as stipulated in Bid Data Sheet (BDS) / RFQ Document . | *Confirmed* |
| **7** | **For Stockist / Traders :**<br>Quoted items shall be supplied from EIL enlisted manufacturer/ mill as per their enlistment with EIL.<br>(*Above clause is not applicable for Enquiries issued on open NIT basis)* | *Confirmed* |
| **8.**<br>a.<br><br><br><br><br><br><br>b.<br><br><br><br><br>c<br><br><br><br><br><br>

| Sl. No. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| | iii) Inclusive of all statutory certification charges PESO/CCOE etc. (if applicable) as required in the Material Requisition. | |
| *9.* | *Confirm documentation charges as per MR are inclusive in your quoted prices.* | *Confirmed* |
| **10.** | **Performance Bank Guarantee:** | |
| a. | Confirm submission of the Performance Bank Guarantee, in line with provisions of Enquiry Document.. | *Confirmed* |
| b. | The Performance Bank Guarantee shall be strictly as per proforma enclosed in Enquiry document and shall be from Banks allowed as per Enquiry Document and shall be submitted within 15 days from date of LOA / PO, whichever is earlier. | *Confirmed* |
| **11.** | **Guarantee / Warranty**<br>Confirm acceptance to Guarantee / Warranty clause as mentioned in the GPC/BDS. | *Confirmed* |
| **12.** | **Firmness of prices:**<br>Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account (except in case specifically permissible as per bidding document). | *Confirmed* |
| **13.** | **Part Order:**<br>a) Confirm acceptance of Part Order clause as per RFQ Document. (if applicable as per RFQ).<br>b) Items may be split (wherever applicable) to meet the Public Procurement Policy, 2012 for MSEs or Public Procurement (Preference to Make in India) (PPP-MII). Confirm acceptance.<br>c) In case of part order confirm all lumpsum charges quoted extra if any viz. Documentation, testing, packing, crating, handling, FOB, TPI, IBR etc., shall be applicable prorata on value basis in the event of part order / part quantities/ split order. | *Confirmed*<br>*Confirmed*<br>*Confirmed* |
| **14.** | **Repeat Order:**<br>Confirm Acceptance of Repeat Order clause as per RFQ Document. *(Refer BDS for applicability)* | *Confirmed* |
| **15.** | **Price Reduction on delay in delivery/completion:**<br>a) Confirm acceptance of price reduction schedule for delay in deliveries/completion of work/services specified in General Purchase Conditions (GPC) enclosed with the RFQ Document.<br>b) In case of delay, vendor will reduce the invoice amount by applicable reduction. | *Confirmed*<br>*Confirmed* |

| Sl. No. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| **16.** | **Payment Terms:**<br>Confirm acceptance of payment terms as specified in Bid Data Sheet (BDS) / Special Purchase Conditions (SPC). | *Confirmed* |
| **17.** | a) Letter of Credit shall be opened after receipt of unconditional order acceptance along with Performance bank guarantee, as per provisions of Enquiry Document.<br>b) Letter of Credit shall be opened through a Bank as specified in SPC<br>**OR**<br>c) However, if you still insist for confirmed L/C, confirmation charges shall be borne by you. Please confirm. | *Confirmed*<br>*Confirmed L/C not required*<br>*Noted* |
| **18.** | All Bank charges and stamp duties payable outside India in connection with payments to be made under Purchase Order for the item, if placed, shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser. | *Confirmed* |
| **19.** | a) **Compliance to RFQ documents (For Category-I items, refer BDS for applicability):**<br>Confirm that your offer is in total compliance with RFQ Document containing technical specifications including General / Technical notes, scope of supply/services/site work (as applicable) including documentation as per Material Requisition (MR) and subsequent amendment and corrigendum, if any, without any deviation. | *Confirmed* |
| b) | Confirm that your offer is in total compliance with RFQ documents containing commercial terms and conditions as per the following documents, without any deviation:<br>i) Request for Quotation (RFQ) / Invitation for Bids (IFB)<br>ii) Instructions to Bidders (ITB)<br>iii) Bid Data Sheet (BDS) & Bidding Forms<br>iv) Special Purchase Conditions (SPC)<br>v) General Purchase Conditions (GPC)<br>vi) Terms & Conditions of Site work / GCC / HSE<br>vii) Integrity Pact.<br>viii) Terms & Conditions for Supervision services/ Training/ Hazop/ AMC/ PWCAMC/ PGTR/ 3-D Modeling etc (as applicable to MR)<br>ix) Commercial / Technical Amendments, if any<br>x) Terms & Conditions for Indian Sourced Supply / service (if applicable)<br>xi) Packing, Marking & shipping requirements.<br>xii) Any other document enclosed with Enquiry Document. | i) Confirmed<br>ii) Confirmed<br>iii) Confirmed<br>iv) Confirmed<br>v) Confirmed<br>vi) Confirmed (if applicable)<br>vii) Confirmed (if applicable)<br>viii) Confirmed (if applicable)<br>ix) Confirmed (if applicable)<br>x) *Confirmed* (if applicable)<br>xi) *Confirmed*<br>xii) *Confirmed* |

| Sl. No. | DESCRIPTION | SUPPLIER'S CONFIRMATION |
|---|---|---|
| **20.** | Direct offer without the intermediary of an Indian Agent will only be considered. | *Noted & Confirmed.* |
| **21.** | Bidder to quote as per the requirements and terms and conditions of the RFQ Document including all the enclosures and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the Bidder's offer unless any amendment to RFQ Document is issued by OWNER/ EIL seeking price implication. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by Bidder are not accepted by OWNER/EIL and are required to be withdrawn by Bidder in favor of meeting the requirements and complying to the terms and conditions of the RFQ Document. Any unsolicited proposed price change by the Bidder is likely to render the Bidder's offer liable for rejection. Confirm compliance. | *Confirmed* |
| **22.** | Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail. | *Confirmed* |

BIDDER'S NAME:

SIGNATURE & SEAL:

**ANNEXURE-I to ATC (Foreign)**

**BINA PETCHEM AND REFINERY EXPANSION PROJECTS (BPREP)**
**OF**
**BHARAT PETROLEUM CORPORATION LIMITED (BPCL), BINA REFINERY**

## INPUTS BY FOREIGN BIDDERS

| Sl. No. | Description | Bidder's Response |
|---|---|---|
| 1. | Country of origin from where the goods have been offered. | …… |
| 2. | Indicate International Seaport of Exit | …… |
| 3. | Indicate the HSN Code of the Items | …… |
| 4. | Details of any Free Trade Agreement (FTA) / Comprehensive Economic Partnership Agreement (CEPA) / Treaty between Bidders country Govt. & Indian Government for availing custom duty exemption / concession. **If bidder will not specifically mention the same, it will be construed that there is no specific Agreement / Treaty between Govt. of Bidders & Purchasers County.** | **Applicable / Not Applicable**<br>If Applicable, bidder to provide details<br>……..<br>…….. |
| 5. | Please indicate name and address of your Bankers for L/C opening, telephone/E-mail address. | …… |

BIDDER'S NAME:

SIGNATURE & SEAL:

**FORM-D**

**BANK MANDATE FORM**
**(For Indian supplier) (As per ITB)**

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
   a. Name of the Bank :
   b. Name of the Branch and Address of the Branch :
   c. Branch Code : :
   d. 9-Digit MICR code Number of the Bank & Branch :
   (As appearing in the MICR Cheque issued by the bank) :
   (Please do not give multicity cheque book code :
   Number)
   e. Type of account (Saving Bank, Current or Cash Credit) :
   f. Account Number :
   g. RGTS/IFSC Code (11 digit) :
   h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

_____
(Signature and designation of the Authorised person(s) of Bidder)

Place :
Date :
Official seal of the Bidder

**BANK CERTIFICATION**
Certified that the particulars furnished above are correct as per our records. Place :
Date :

_____
Signature of the Authorised
Official of the Bank

Bank"s Stamp

**BIDDER TO ENSURE SUBMISSION OF CANCELLED CHEQUE WITH THIS MANDATE FORM. IN CASE THIS MANDATE FORM IS NOT CERIFIED BY BANK**

# FORM-E

# PRE BID QUERIES FORMAT

## FOR BIDDER'S QUERIES FOR PRE BID CONFERENCE/ MEETING

| SL. NO. | REFERENCE OF BIDDING DOCUMENT | | | | BIDDER'S QUERY | EIL/OWNER'S REPLY |
|---|---|---|---|---|---|---|
| | Section | Page No. | Clause No. | Subject | | |
| | | | | | | |

NOTE: 1. The Pre-Bid Queries may be sent to e-mail addresses as mentioned in RFQ / IFB / NIT.

**SIGNATURE OF BIDDER** : _____

**NAME OF BIDDER** : _____

**FORM-G**

## SELF DECLARATION

## (AS PER ITB ON LETTERHEAD OF BIDDER )

Bidder's declaration as furnished herein shall supersede the stipulations mentioned elsewhere in their bid.

| SL. NO. | DESCRIPTION | BIDDER'S DECLARATION |
|---|---|---|
| **1.** | We confirm that we are not on Holiday/ Negative list of EIL/BPCL/MoPNG as on date of submission of our bid. | ☐ **We confirm**<br>☐ **We do not confirm** |
| **2.** | We confirm that we are not under insolvency, liquidation, court receivership or similar proceedings. | ☐ **We confirm**<br>☐ **We do not confirm** |
| **3.** | We confirm that we are not involved in any Litigation / Arbitration.<br>(or)<br>We confirm that the current Litigation / Arbitration, in which bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed. | ☐ **We confirm**<br>☐ **We do not confirm**<br>**Or**<br>☐ **We confirm**<br>☐ **We do not confirm** |
| **4.** | Whether any of the directors of bidder is a relative of any director of BPCL/EIL or the bidder is a firm in which any director of BPCL/EIL or his relative is a partner of the bidder or a private company in which any director of BPCL/EIL is a director. | ☐ **No Relation**<br>☐ **Yes, provide details** |

**SIGNATURE OF BIDDER** : _____

**NAME OF BIDDER** : _____

**COMPANY SEAL** : _____

# FORM-H

# INTEGRITY PACT

*[To be executed on plain paper and applicable for all tenders of value above Rs. 10 Crore]*

## INTEGRITY PACT

Between

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

And

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

### Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ..... . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

### Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known persons having conflict of interest.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## Section 2 - Commitments of the Bidder/ Contractor/ Supplier

(1) The Bidder/ Contractor/ Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder/ Contractor/ Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder/ Contractor/ Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of Competition Act 2022 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/ Contractor/ Supplier will not commit any offence under the Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988; further the Bidder/ Contractor/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder/ Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e) The Bidder/ Contractor/ Supplier shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc, if any and submit such adoption confirmation proof to the Principal. The Bidder/ Contractor/ Supplier shall be solely responsible for the adherence to the provisions of IP by its sub-contractors, sub-sub-contractors etc.

f) The bidder / contractor of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder / contractor of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s) as per Annex.

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

**Section 3 - Disqualification from Tender Process and Exclusion from Future Contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes.

(1) If the Bidder/ Contractor/ Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken.

This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

## Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/ Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

## Section 5 - Previous Transgression

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

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

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

(1) The Bidder/ Contractor/ Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing. In case of a joint venture, all the partners of the joint venture should sign

the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by subcontractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors/ Suppliers.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

## Section 7 - Punitive Action against Violating Bidders/ Contractors/ Suppliers/ Subcontractors

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

## Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentially. The Monitor has also signed declarations on 'Non disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the

contractual relations between the Principal and the Bidder/ Contractor/ Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor/ Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/ Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

## Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main

tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/ Contractor/ Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) If any Bidder/ Contractor/ Supplier entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.

(6) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

M PRABHU
Deputy General Manager (CRO-BPREP)
Bina Petchem & Refinery Expansion Project (BPREP)
Bharat Petroleum Corporation Ltd.
Mumbai Refinery, Admin Building,
Mahul, Mumbai - 400074.

For & On Behalf of the Principal
(Office Seal)

For & On Behalf of Bidder / Contractor / Supplier
(Office Seal)

Place.....
Date .....

Witness 1
(Name & Address)

Witness 1
(Name & Address)

## Annex– Guidelines on Indian Agents of Foreign Suppliers

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

**2.1 Bidders of Foreign nationality shall furnish the following details in their offer:**

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

The details of IEM's are as follows:

| Sr. No | Name of IEM | Email ID |
|---|---|---|
| 1. | *Shri Atanu Purkayastha* | *dratanu2011@gmail.com* |
| 2 | *Shri Pradeep Kumar* | *pradeepawasthi1981@gmail.com* |

# FORM-I

# DELETED

# FORM-J

Form-J

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

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

**Date:** _____

TENDER NO. : .....

TITLE OF TENDER: .....

To,
Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

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

(a) under the Prevention of Corruption Act, 1988: or

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

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

**Bidder Name:**

Date :

**Address:**

# FORM –M

# PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s._____have taken tender for the work_____CRFQ No/PO No

_____for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs._____ (Rupees_____) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said_____have approached us and at their request and in consideration of the premises we_____having our office at_____have agreed to give such guarantee as hereinafter mentioned.

1. We_____hereby undertake and agree with you that if default shall be made by M/s._____in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees_____only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said_____and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs._____(Rupees_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s._____and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said_____but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees_____Our guarantees shall remain in force until_____unless a suit or action to enforce a claim under_____Guarantee is filed against us within six months from _____(which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated_____granted to him by the Bank.

Yours faithfully

_____ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

# FORM – N

# TAX RESIDENCY CERTIFICATE

# &

# FORM 10F

# TAX RESIDENCY CERTIFICATE

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

Name of the assessee;

Status (individual, company, firm etc.) of the

assessee; Nationality (in case of individual);

Country or specified territory of incorporation or registration (in case of others);

Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;

Residential status for the purposes of tax;

Period for which the certificate is applicable; and

Address of the applicant for the period for which the certificate is applicable;

**FORM NO 10F**

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

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

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

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

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

Signature:……..
Name:……..
Address:…….
Permanent Account Number:……..

Verification

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

……
Signature of the person providing the information

Place:…….
Note:

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

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

# BINA PETCHEM AND REFINERY EXPANSION PROJECT (BPREP)
# OF
# M/s BHARAT PETROLEUM CORPORATION LTD, BINA (MADHYA PRADESH)

# SPECIAL PURCHASE CONDITIONS (SPC)

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**ANNEXURES TO SPC**

| Sl. No. | Description |
|---|---|
| 1 | Annexure- A: Taxes & Duties. |
| 2 | Annexure- B : List of banks |
| 3 | Annexure- C : Provisions w.r.t. Payment Terms |
| 4 | Annexure- D : Terms and Conditions for Supervision of Erection, Testing & Commissioning / Training at Site/Hazop |
| 5 | Annexure- E : Terms and Conditions for Post Warranty Annual Maintenance Contract |
| 6 | Annexure- F : Terms and Conditions for Site Work |
| 7 | Annexure- G :Terms & Conditions for Indian Sourced Components / Services |
| 8 | Annexure- H : Procedure for Vendor Invoice Processing- data collection template<br>Vendor master<br>Social Media Policy for Business Partners<br>Vendor Advisory on Environmental Criteria |
| 9 | Annexure- I Packing, Marking, Shipping and Documentation Specification (For Indian Bidders)<br>Packing, Marking, Shipping and Documentation Specification (For Foreign Bidders) |

## 1. DEFINITIONS AND INTERPRETATIONS

In addition to meaning ascribed to certain capitalized terms in "General Purchase Conditions (GPC)", following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in "GPC", the meaning ascribed to such term hereunder shall prevail:

### 1.1 Definitions

RFQ Documents, shall mean documents issued to the bidder along with RFQ

Effective Date shall mean the date on which Supplier's obligations will commence and that will be date of GeM Contract / Letter of Acceptance (LOA) / Purchase Order (PO), in case LOA is not issued.

The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project/Job. ENGINEERS INDIA LIMITED (EIL) is consultant for this Project.

### 1.2 Interpretations

1.2.1 Where any portion of the GPC is repugnant to or at variance with any provisions of the SPC then, unless a different intention appears, the provisions of the SPC shall be deemed to govern the provisions of the GPC and SPC provisions shall prevail to the extent of such repugnancy, or variations exist.

1.2.2 In RFQ Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.3 Notwithstanding the sub-division of the RFQ Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

1.2.4 All headings, subtitles and marginal notes to the clauses of the GPC, SPC or to the Specifications or to any other part of RFQ Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

1.2.6 Except the obligation of issuance of Purchase Order, Amendment of Purchase Order and payment to Seller, Consultant may discharge all other Purchaser's obligations. In BIDDING documents at all such places where obligations are confined to Purchaser alone such provision to read as 'Purchaser/Consultant's' obligation to the extent the context so means/ requires.

## 2. SUPPLIER'S SCOPE

2.1 Supplier's scope shall include but not limited to (a) manufacturing of Items as per Material Requisition technical specifications; (b) preparation of Quality Assurance / Quality control program; (c) obtaining Consultant's approval; (d) Inspection by Purchaser's/ Consultant/ Agency Designated by Purchaser and obtaining Inspection Release Note; (e) obtaining dispatch clearance; (f) Packing; and (g) Loading on truck/trailer for Indian Bidder / loading on ship at FOB port of exit, Ocean freight upto Nhava Sheva Port including stowage as applicable for foreign bidder and transportation upto site as applicable for Indian Bidder.

## 3. DELIVERY SCHEDULE / COMPLETION PERIOD

3.1 All goods under the scope of the Supplier shall be delivered as per delivery schedule / completion period specified in Request for Quotation (RFQ)/IFB and no variation shall be permitted.

3.2 Failing to meet the delivery schedule / completion period will be subject to Price Reduction and/or other remedies available to the Purchaser in RFQ Documents.

3.3 Price Reduction Schedule (PRS) shall be applicable as per Clause. No. 20 of GPC.

3.4 Where erection/testing/commissioning supervision, commissioning assistance is required as per RFQ Documents / Material requisition, penalty for non- mobilization/delay in mobilization as per order shall

be applicable.

3.5 The delivery schedule / completion period shall be reckoned from the date of GeM Contract / Letter of Acceptance / Purchase Order (PO), whichever is earlier..

## 4. DESPATCH INSTRUCTIONS

4.1 Supplier shall obtain dispatch clearance from the purchaser prior to dispatch.

4.2 Following dispatch documents are required to be submitted by the Supplier immediately after shipment is made.

Tax Invoice

Inspection Release Note by Third Party Inspection Agency/Purchaser/Consultant. LR/ GR / Clean Bill of Lading.

Packing List

Test Certificates (NDT reports, MTC, etc. as per MR) Certificate of Measurement and Weight

List of documents as specified in Vendor Data Requirement in Material Requisition & counter signed & stamped by TPIA (as applicable).

In addition to above documents in case of Foreign Bidder following documents are also required to be submitted

ETA Nhava Sheva Seaport

Documents pertaining to ocean freight

Country of origin certificate

## 5. PACKING, MARKING AND SHIPMENT

5.1 The following clause is added to Clause no.8 and 15 of GPC :

"The Supplier wherever applicable shall after proper painting, pack and crate all goods for sea/road/rail transportation in such a manner so as to protect it from damage and deterioration. The Supplier shall be held responsible for all damages due to improper packing. The Supplier shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration"

## 6. INSURANCE

6.1 Where only supply is involved, transit insurance shall be excluded from the suppliers scope and the same shall be arranged by the owner.

For purchases involving site work, Owner shall take Comprehensive Project Insurance covering all aspects of the Project construction including transit/logistics Procurement, Farbication, Construction, Offsite storage, Testing & commissioning and contractor and sub contractor of any tier shall be covered for on site activities only with respect to Project Value. Contractor is not supposed to take any Project Insurance nor Marine policy. This policy will also cover Third Party Liability arising out of bodily injury and/or property damage to Third Party only.
Owner's policies will absolutely exclude the following for which supplier shall take adequate insurance:

- Cover for supplier's Plant & Machinery used for construction
- Liability arising out of above equipment
- Cover for Employees/ workers of the Contractor
- Any statutory insurance like motor insurance for the vehicles used by suppliers.
- Cover for any vessels used for construction activities by the supplier including any associated liabilities
- Cover for any aircraft or helicopter and/or aviation assets used for construction activities by the contractor including any associated liabilities

- Cover for Professional Liability Insurance for design, project management, detailed engineering, design & build activities by the contractor and/or any consultant

**7. INSPECTION**

7.1 Inspection of Indigenous items shall be done by Engineers India Limited (EIL). In the case Indian party sourcing materials from abroad, the bidder shall arrange inspection through Third Party Inspection agency (as per Sl. No. 7.2 of General Purchase Conditions) in the country of origin & charges of the same shall be included in quoted prices.

7.2 Foreign vendors shall include third party inspection charges of Third Party Inspection agency (TPIA registered as per Sl. No. 7.2 of General Purchase Conditions) in the country of origin. In the case of foreign party sourcing items from India the inspection shall be done by EIL, no additional charges shall be payable to Seller on account of the same.

**8.** Deleted

**9. TAXES & DUTIES**

**Refer chapter on Taxes and duties attached as Annexure- A to Special Purchase Conditions (SPC)**

**10. RECOVERY OF CUSTOMS DUTY, GST**

In case of Indian Bidders, if the Statutory Variation entitles the Owner to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the Supplier immediately on enforcement of such variation under intimation to the Supplier.

**11. REJECTION OF MATERIAL**

Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages as defined in Material Requisition , prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

Supplier shall be responsible and liable for immediate replacement of such material on FOT Site basis, with acceptable material or rectify the defective material upto the satisfaction of inspection agency at no extra cost or impact on the delivery schedule to PURCHASER.

**12. Deleted**

**13. PURCHASER'S RIGHTS AND REMEDIES**

Without prejudice to PURCHASER's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the PURCHASER, SUPPLIER is not in a position to make up the delay to meet the intended purpose, the PURCHASER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

**14. PERFORMANCE BANK GUARANTEE (PBG):**

i) Single Performance Bank Guarantee for **5%** of total basic order value shall be furnished by successful vendors in BPCL format, within 15 days from the date of GeM Contract / Purchase order/ Letter of Acceptance, whichever issued earlier, in the proforma, in line with bidding document and from the banks as listed in **Annexure-B to SPC.**

ii) In case PBG is not received by BPCL within 45 days, non-refundable interest shall be charged at the rate (SBI base rate prevailing on the date of issue of enquiry plus 1%) (refer Bid data Sheet for SBI Base Rate), from the date the BG towards security deposit becomes due (i.e. 15 days from the date of Award).

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

iv) **BPCL's Bank Details for SFMS / e-PBG:**

Name of Bank : ICICI Bank
Branch: : Backbay Branch,

Mumbai BPCL : BPCL583493800
IFSC Code : ICIC0000393
BPCL Customer ID: BPCL583493800

v) Performance Bank Guarantee is applicable for all contract with value exceeding Rs 10 lakh.

**15. PAYMENT TERMS FOR INDIAN BIDDERS AND FOREIGN BIDDERS:**

Payment Terms shall be as specified in Bid Data Sheet (BDS). Also refer **Annexure-C** to this Special Purchase Conditions for relevant notes.

**16. TRANSPORTATION**

Delivery shall be on FOT site basis for indigenous supplies. For foreign supplies delivery shall be CFR port of entry in India (Nhava Sheva Port) basis except for ODC items. However, in case of packages involving site work, the delivery shall be on FOT site basis, duly erected and commissioned. or as Indicated in the RFQ document. Transportation / Ocean Freight shall be in scope of bidder. However, for Price Reduction Schedule (PRS) purpose, FOT dispatch point price for Indigenous supplies and FOB Port of shipment price for foreign supplies shall be considered. For ODC items, Delivery shall be FOT site basis only.

**17.** Deleted

**18. PAYING AUTHORITY:**

Bharat Petroleum Corporation Limited

Purchaser's Bankers:

Shall be provided along with detailed Purchase Order.

GST Registration details of BPCL

Bina Petro Chemical Unit (Madhya Pradesh): 23AAACB2902M2Z0

Bina Refinery Expansion (Madhya Pradesh): 23AAACB2902M1Z1

**19. ORIGIN OF GOODS:**

A certificate issued by relevant Chambers of Commerce to this effect shall form part of shipping documents (Applicable for imported finished Goods only).

**20. QUALITY ASSURANCE / QUALITY CONTROL**

11.1 The Supplier shall prepare a detailed quality assurance plan for the execution of contract for various facilities, which will be mutually discussed and agreed to.

11.2 The Supplier shall establish document and maintain an effective quality assurance system outlined in recognized codes

11.3 The purchaser/consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop as deemed necessary for quality assurance.

**21.** Deleted

**22.** Deleted

**23. LIEN**

Supplier shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Supplier shall at his own cost defend, indemnify and hold harmless Purchaser or its authorized representative from such disputes of title/liens, costs, consequences etc.

**24. SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./ PUBLIC SECTOR UNDERTAKINGS**

In the event of any disputes or differences between the CONTRACTOR and the OWNER, if the CONTRACTOR is a Government department, a Government company or an undertaking in the public sector, then in addition to the provisions of clause 23 of the General Purchase Conditions, following shall be applicable:

Office Memorandum No. 0S/0003/2019-FTS-10937 dated 14.12.2022 issued by Government of India Ministry of Finance, Department of Public Enterprises for "Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organization(s) - Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)."

**25. POST ORDER CORRESPONDENCE**

Shall be specified in Letter of Acceptance / Purchase Order.

**26. INDEPENDENT EXTERNAL MONITORS:**

Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor, Bidder to refer Integrity Pact for details of Independent External Monitor.

**27. REPEAT ORDER (Refer BDS for applicability)**

Repeat order shall be applicable for additional **100%** value of the original order with quantities of each ordered item not exceeding 100% of the ordered quantities within 1 year from the date of placement of order

**28. GOVERNING LAW:**

Laws of India will govern the Contract / Purchase Order and jurisdictions of the courts in the city of Mumbai will have exclusive jurisdiction on all matters related to Contract / Purchase Order.

Seat of Arbitration shall be Mumbai for clause no. 23 of GPC.

**29. ARBITRATION:-** This clause stands deleted.

**30. PRICE VARIATION**

Price Variation as per IEEMA shall be applicable for cables MR.

**31. WAIVER OR TRANSFER OF THE AGREEMENT**

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

**32. COMPLIANCE TO PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER-2017 DURING EXECUTION:**

(a) For all contracts up to INR 10 Crore Contractor/ Supplier shall submit Form-2A. However, for contracts above INR 10 Crore, the Bidder shall be required to submit local content certification (as per FORM-3 & 3A) duly certified by Statutory Auditor or Cost Auditor (in the case of companies) or from a Practicing Cost Accountant or Practicing Chartered accountant (in respect of contractors / suppliers other than companies). For cases where it is not possible to provide such certification, the Contractor / supplier is permitted to provide the certificate after completion of contract but not later than submission of Final Bill. In that case, an amount equivalent to 10% of invoice value shall be retained from each invoice till submission of Form-3 & 3A.

(b) In case the Contractor/Supplier submit False declarations and / or does not meet the stipulated local content requirement and the category of the Contractor/ Supplier changes from Class-I to Class-II / Non-local or from Class-II to Non-local, default and 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.

# ANNEXURE-A TO SPC

# TAXES & DUTIES

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## A. Price basis w.r.t inclusion/exclusion of taxes and duties

1. The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively) and GST compensation cess, (if applicable) leviable on sale of finished goods/services.
2. In case of foreign bidders, bidders shall submit their prices on FOB international sea port of exit basis which shall be inclusive of all applicable taxes up to FOB international sea port of exit
3. Transportation charges in India (if applicable) up to respective project site shall be exclusive of GST.
4. Site work prices, if applicable shall be inclusive of all taxes and duties except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
5. Prices of per diem supervision charges, training/AMC, HAZOP Study etc. (as applicable) shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in any territory other than India.

For enquiries floated on GeM portal, the above provisions shall be superseded by the provisions mentioned in ITB in this regard.

## B. TAX CLAUSES

### 1. Goods and Services Tax

a. The supplier/contractor will be liable to register with the respective tax authorities and to submit self-attested copy of such registration certificates and the supplier/contractor will be responsible for procurement of goods/services in its own registration (GSTN).

b. Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E-Invoicing provisions so that input tax credit under GST can be availed by Owner. In the event that the supplier/contractor fails to provide the Tax Invoice/E-Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, Owner shall not be liable to make any payment on account of GST against such invoice.

c. In case supplier/contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/contractor along with the Invoice.


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d. GST shall be paid to supplier/contractor against receipt of Tax Invoice/E-Invoice. In case of non-receipt of Tax Invoice/E-Invoice, Owner shall with hold the payment of GST.

e. The supplier/contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit Is denied/delayed to Owner or any interest/penalty is charged to Owner due to any non-compliance/ delayed compliance by the supplier/contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/contractor), the supplier/contractor shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the supplier/contractor by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the Owner.

f. In case of any Advance including Mobilization/Secured/Other Advance is granted to supplier/contractor as per the provisions of Contract, then the supplier/contractor shall issue a Receipt Voucher / GST Invoice in the form and manner prescribed under GST Act read with Rules thereunder including e-invoicing provisions.

g. In case of any Price Variation as per the provisions of Contract, the supplier/contractor shall issue an Invoice in the form and manner prescribed under the GST Act read with Rules thereunder including e-invoicing provisions.

h. GST payable under reverse charge for specified services/goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/contractor but will be directly deposited by Owner to the appropriate Government Tax Authority. If the same has already been reimbursed / paid to the supplier/contractor for any reason whatsoever, then Owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by Owner to supplier/contractor.

i. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to


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Owner, then Owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by Owner to contractor/supplier.

j. TDS under GST, if applicable shall be deducted from supplier/contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/contractor.

k. The supplier/contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/contractor shall avail and pass on benefits of all exemptions/concessions available under applicable tax laws.

l. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the bidder under composition scheme.

m. Owner prefers to deal with registered supplier/contractor of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document. However, where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

n. In case of foreign bidders, for supervision/site-work/training, services provided by foreign bidder at project site, GST shall be paid by Owner directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluation of bid as per clause E (Evaluation methodology).

o. Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.

p. In case of delay in supply/execution of contract, supplier/contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) provision of the bidding document. In case the supplier/contractor


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raises invoices for full value, then supplier/contractor shall issue Credit Note, in the form and manner prescribed under relevant GST Act read with Rules thereunder, towards applicable PRS amount with applicable GST thereon.

In case supplier/contractor fails to submit invoices with reduced value or does not issue Credit Note as mentioned above, Owner shall release payment to the supplier/contractor after giving effect to the PRS clause with corresponding reduction in taxes from invoice(s) of supplier/contractor.

In case any financial implication arises on Owner due to issuance of invoice without reduction in prices or non-issuance of Credit Note by supplier/contractor, the same shall be to the account of supplier/contractor. Owner shall be entitled to recover the amount of such financial implication paid or becoming payable by Owner together with penalty and interest thereon, if any.

q. E-way bills shall be issued directly by supplier/contractor in all cases except in cases of direct imports by Owner where E-way bill shall be issued by Owner.

r. In case of applicability of any recovery as per provisions of the contract, Owner shall raise Invoice on supplier/contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

## 2. IMPORT DUTIES

a. Direct supplies by foreign suppliers where, client becomes consignee:
   i. Consignee shall be Owner, bill of entry shall be filed by Owner, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be paid by Owner.

b. Imported supplies by Indian/ Foreign suppliers/Contractors as built in import content where goods are cleared by filing into Bill of Entry in the name of Owner
   i. High seas sale shall be effected between, supplier/contractor and Owner.
   ii. Bill of entry shall be filed in the name of Owner by supplier/contractor, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be discharged by Owner.
   iii. Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall not be included in the quoted prices by the bidder. All harbour dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage


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charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.

iv. Bidder to indicate CIF value of built-in import content and applicable merit rate,Social Welfare Surcharge on custom in the relevant price schedule.

v. The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials

vi. If the total custom duties (BCD, SWS & IGST) paid or payable on the import of goods into India exceeds the total value thereof calculated as per the CIF value and rates indicated by supplier/contractor as above as increased or decreased for any increase or reduction in applicable rates or CIF valuation, the Supplier/contractor shall pay and bear and/or reimburse to the Owner such excess custom duties.

c. Imported supplies by Indian suppliers as built in import content where Suppliers/Contractors will become consignee of the goods by filling Bill of Entry for Home consumption

i. Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the bidder (considering the input tax credit of IGST, GST Compensation Cess on imported material) and supplier/contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.

ii. Bidder to indicate, in relevant price schedule, CIF value of built-in import content and applicable merit rate of basic custom duty, Social Welfare Surcharge on custom duty (considering the input tax credit of IGST, GST Compensation Cess on imported material) included in quoted price, in the price schedule.

iii. In case merit rate of custom duty is applicable and bids are invited on the basis of same, however at a later stage concessional rate of custom duty becomes applicable, concessional certificate shall be issued towards import of material against the advance request letter submitted by the domestic bidder and the differential custom duties between concessional rate and quoted merit rate of custom duty by supplier/contractor shall be passed on to the Owner or it shall be recovered by the Owner from the supplier/contractor's invoice.

iv. The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking


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the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.

v. If bidder does not furnish built in CIF value and rates of custom duty, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.

vi. If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the Owner.

vii. If bidder has considered Import Duty other than Merit Rate of Import Duty then statutory variation on the Import Duty shall be payable extra on the Merit Rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower.

viii. In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

d. General points:

i. In case Owner is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and / or valuation of the goods or material by the supplier/contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/contractor, the supplier/contractor shall indemnify and hold harmless the Owner for any and all costs, expenses or losses suffered or incurred by Owner in this regard

ii. If bidder intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral / bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/treaty etc. are strictly complied with.

iii. The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable if any

iv. Any additional custom duty applicability on account of any change in the notification (allowing lower rate of custom duty)/ CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to bidder's account.


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v. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

vi. Owner will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.

vii. In case custom duty rate as quoted by Foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on Owner's Account, differential amount on account of above-mentioned rate variation will be recovered from Foreign bidder.

## 3. INCOME TAX

### a. Foreign supervisors/suppliers/contractors

Prices of site work, contracts and other services of foreign supplier/contractor shall be gross of income tax i.e., inclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Act and Rules there under.

Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for TDS shall be provided to the supplier/contractor.

In case foreign bidder quotes Prices of site work, contracts and other services "net of Income Tax" i.e., exclusive of Indian income tax, Owner shall deduct and deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per Indian Income Tax Act and Rules thereunder.

Foreign bidder shall furnish the information required in line with the prevalent provisions of Income tax act read with rules thereunder including but not limited to Tax residency certificate, Form 10F, No permanent establishment declaration, No business connection certificate, PAN in India if available.


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Failing to provide above documents/information, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.

If the non-resident is unable to obtain & submit Tax Residency Certificate to the Owner within a reasonable time, the bidder should furnish Form 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to the Owner before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.

In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the Owner will not bear additional tax liability (if any) arising from non-submission of documents.

The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

In case, any additional tax liability arises on the Owner due to any action of bidder like delay in submission / non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from the supplier/contractor.

b. Indian resident supervisors/ suppliers/contractors

Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.

Tax shall be deducted at source (TDS) by Owner on all sums due to supplier/contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.

Owner shall issue a Tax Deduction Certificate to the supplier/contractor evidencing the tax deducted or withheld and deposited by Owner on


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payments made to the supplier/contractor to enable the supplier/contractor to claim the credit of Tax deducted by Owner.

c. INCOME TAX (General Points):-

i. The supplier/contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities/liabilities under such laws in relation to or arising out of the Contract. For the lapses/failure, if any, on the part of the supplier/contractor and consequential penal action taken by the Income Tax department, Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/contractor.

ii. The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the Owner with the Income Tax Authorities in India and will not be adjustable by the Owner. It is therefore in the interest of the supplier/contractor that prior to release of any payment due to the supplier/contractor under the Contract that the supplier/contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income tax at source, failing which, payment to the supplier/contractor shall be made by the Owner after withholding/deduction at the rate as may be applicable to the supplier/contractor as per provisions of Income Tax Act, 1961.

iii. TDS on interest recovered on Mobilization/Other Advance will be deposited by the supplier/contractor and same would be reimbursed by the Owner against submission of Form-16A (TDS certificate).

## C. INVOICING METHODOLOGY W.R.T. TAXATION

Following invoicing methodology shall be followed :

1. In case of domestic / foreign PO's (Other than 2 below) , Invoice/E-Invoice shall be raised by the supplier/contractor in the name of Owner and consignee shall be Owner.
2. In case of package MR's (where title transfer or take over is envisaged to take place at site after completion of site work) and tenders, supplier/contractor shall bring material at project site in their own name and they themselves shall be consignee. As per provisions of contract between Owner and


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supplier/contractor, Invoice/E-Invoice shall be raised by supplier/contractor to Owner after charging GST.

## D. APPLICABILITY OF TAX CREDIT

MR/tender pertaining to PMC-1 scope: 100% GST input credit is available to owner, except for Sec 17(5) disallowances.

MR/tender pertaining to EPCM-1 scope: 100% GST input credit is available to owner, except for Sec 17(5) disallowances.

MR/tender pertaining to EPCM-2 scope: GST input credit is to be considered as NIL

## E. EVALUATION METHODOLOGY W.R.T. TAXES

Following shall be loaded for evaluation:

1. Applicable Custom Duty, Social Welfare Surcharge etc (Non-MOOWR cases)/Present value of deferred import duties (MOOWR cases), (excluding IGST & GST Compensation Cess (if applicable) on imported material which shall be dealt as per bid evaluation methodology given in E2 below) shall be loaded for price bid evaluation in respect of supplies for which bill of entry has to be filed by Owner/in the name of Owner (MOOWR cases).

2. a) GST including GST Compensation Cess (if applicable) on which input credit is not available to Owner [Excluding (b) below]
   (b) Present Value of GST deferred under MOOWR scheme

3. Applicable Income tax, in case foreign bidder quotes prices net of taxes.

Note:

i.) Interest rate for discounting to arrive at the present value of deferred import duties = 12 %

ii.) Project useful life = 25 years

## F. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

## G. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE FACTORY PREMISES, WHEREVER APPLICABLE

In case of package MRs and tenders, since contractors/suppliers shall bring material at project site in their own name and raise invoice to Owner (as per payment


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milestone achieved) after charging GST, location of fabrication yard whether inside or outside factory premises will not attract any additional liability.

## H. TAX IMPLICATION WHERE OWNER WILL ISSUE FREE ISSUE MATERIAL (FIM) TO CONTRACTORS/SUPPLIERS

Where Owner issues FIM's to suppliers/contractors, material will be released against delivery challan and such FIM shall be received back in factory premises as per provision of GST.

## I. STATUTORY VARIATION (IN CASE OF MRS & TENDERS)

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Supplier/Contractor except for the following:

1. GST: If after the due date of submission of last price bid and up to the contractual delivery/completion period , any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase / decrease) to / from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in GST after the contractual delivery/completion period shall be to Supplier's/Contractor's account. However, any decrease in the rate of GST shall be passed on to Owner.

   For calculating Statutory Variations ceiling amount as declared by the Bidder in price schedule shall only be considered.

2. Basic Custom Duty (BCD) & Social Welfare Surcharge (SWS): If after the due date of submission of last price bid and up to the 2/3$^{rd}$ of contractual delivery/completion period, any increase/decrease occurs in the applicable rate of BCD & SWS on materials imported, the variation in such BCD & SWS shall be to Owner's account and shall be adjusted (increase/decrease) to/from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in rate of BCD & SWS on materials imported after the 2/3$^{rd}$ of the contractual delivery/completion period shall be to Supplier's/Contractor's account. However, any decrease in the rate of BCS & SWS on materials imported shall be passed on to Owner.

   For calculating Statutory Variations in BCD/SWS, ceiling amount of CIF Value and rate of custom duty as declared by the Bidder in relevant price schedule shall only be considered.

Note: Indian supplier/contractor to consider input tax credit of IGST and GST Compensation Cess if any (in case of import of raw Materials / components) in their quoted prices. Hence, Statutory variations on same in case of


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imported materials from outside India in Supplier's/Contractor's name (i.e., for Indian Bidders) shall be to Supplier/Contractor account.

3. Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of last price bid but upto the contractual date of delivery/completion shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier/contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/Contractor's account.

## J. TAX INDEMNITY

Any omission/ errors of interpretation of applicability of taxes, duties, cesses and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/contractor shall be to supplier's/contractor's account.

If any fine/penalty/any other levy is required to be met by the Owner arising out of any non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be recovered from any amount payable to the supplier/contractor under this contract or under any other contract of the Owner.

If any tax is paid / required to be paid by supplier/contractor in pursuance of any demand of any law enforcement agency/Tax Authority on account of non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be to supplier's/contractor's account only.


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# ANNEXURE-B TO SPC

# LIST OF BANKS FOR BANK GUARANTEES

**Annexure-B to SPC**

**List of banks meeting the stipulated criteria as on 02.06.2025**

| Sr No. | Name of Bank | Category of Banks |
|---|---|---|
| 1 | AU Small Finance Bank Ltd | Indian Bank |
| 2 | Axis Bank Ltd | Indian Bank |
| 3 | Bank of Baroda | Indian Bank |
| 4 | Bank of India | Indian Bank |
| 5 | Bank of Maharashtra | Indian Bank |
| 6 | Canara Bank | Indian Bank |
| 7 | Federal Bank Ltd | Indian Bank |
| 8 | HDFC Bank Ltd | Indian Bank |
| 9 | ICICI Bank Ltd | Indian Bank |
| 10 | IDBI Bank Ltd | Indian Bank |
| 11 | IDFC First Bank Ltd | Indian Bank |
| 12 | Indian Bank | Indian Bank |
| 13 | Indian Overseas Bank | Indian Bank |
| 14 | IndusInd Bank Ltd | Indian Bank |
| 15 | Karur Vysya Bank Ltd | Indian Bank |
| 16 | Kotak Mahindra Bank Ltd | Indian Bank |
| 17 | Punjab National Bank | Indian Bank |
| 18 | State Bank of India | Indian Bank |
| 19 | UCO Bank | Indian Bank |
| 20 | Union Bank of India Ltd | Indian Bank |
| 21 | Abu Dhabi Commercial Bank PJSC | Foreign Bank |
| 22 | Bank of America NA | Foreign Bank |
| 23 | Bank of Nova Scotia | Foreign Bank |
| 24 | MUFG Bank Ltd | Foreign Bank |
| 25 | BNP Paribas SA | Foreign Bank |
| 26 | Shinhan Financial Group Co Ltd | Foreign Bank |
| 27 | Citibank NA | Foreign Bank |
| 28 | DBS Group Holdings Ltd | Foreign Bank |
| 29 | Hongkong & Shanghai Banking Co | Foreign Bank |
| 30 | JPMorgan Chase & Co | Foreign Bank |
| 31 | Mizuho Bank Ltd | Foreign Bank |
| 32 | Westpac Banking Corp | Foreign Bank |
| 33 | Industrial & Commercial Bank of China | Foreign Bank |
| 34 | Credit Agricole SA | Foreign Bank |
| 35 | Cooperative Rabobank UA | Foreign Bank |
| 36 | Doha Bank QPSC | Foreign Bank |
| 37 | Qatar National Bank QPSC | Foreign Bank |
| 38 | United Overseas Bank Ltd | Foreign Bank |
| 39 | KEB Hana Bank | Foreign Bank |
| 40 | Industrial Bank of Korea | Foreign Bank |
| 41 | First Abu Dhabi Bank PJSC | Foreign Bank |
| 42 | Emirates NBD Bank PJSC | Foreign Bank |
| 43 | NatWest Markets PLC | Foreign Bank |
| 44 | Bank of China Ltd | Foreign Bank |
| 45 | CTBC Bank Co Ltd | Foreign Bank |

**Note:**

1. The above list of banks is based on the credit rating as on date (Source: Bloomberg)
2. In case of any discrepancy/subsequent upgrade in credit rating, user department can contact Treasury for clarification.

# ANNEXURE-C TO SPC

# PAYMENT TERMS

**Annexure-C**

## PAYMENT TERMS FOR MATERIAL REQUISITIONS

In partial modification of the payment terms as mentioned in the General Purchase Conditions, the payment terms mentioned in Bid Data Sheet shall be applicable.

Further, following to be noted

A. 1ST Milestone payment shall be released only after receipt of CPBG (wherever applicable) Wherever ABG is required to be submitted by the supplier against milestone progress payment, validity of ABG shall be valid till CDD which shall be further extended, as required till last date of receipt of all material at site. However ABG will be released on dispatch/ receipt of material at site (as applicable).

B. Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorate shall not be done on part of equipment.

C. In case of indigenous SUPPLIERs, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of GST shall be paid on receipt of GST invoices.

D. Payment to indigenous SUPPLIERs shall be released through Electronic Clearing System (ECS) and to foreign SUPPLIERs, payments other than against shipping documents, i.e., for Site Work and Supervision/Training etc. shall be through wire transfer.

E. Uploading of and Tracking of invoice in BPCL invoice portal:For details, **refer Annexure-H** to SPC

F. For payment to Foreign suppliers: L/C shall be established in favor of the supplier in a bank in his country, for an appropriate amount (in line with Payment Terms). L/C shall be opened within 45 days of receipt of acknowledgement of LOA/PO and receipt of CPBG (wherever applicable). In case confirmed L/C is insisted by supplier, L/C confirmation charges shall be to supplier's account.

G. All payments (other than through L/C) shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.

H. All bank charges of respective bankers shall be to respective account.

I. Supplier shall submit Billing Schedule within three weeks after placement of LOA/PO (whichever is issued earlier) for EIL/OWNER's approval (wherever applicable). Suppliers requiring multiple dispatches will restrict the number of dispatches to maximum Three, unless agreed otherwise by Project Manager.

K. In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required

L. Certification for placement of sub-order and/or identification of major raw material, in the above payment terms, shall be carried out by the nominated Inspection agency.

M. Wherever the payment provision is there against ABG, and Vendor is not seeking payment against these milestones, those milestone payment shall be released along with milestone of despatch/ receipt of material at site without seeking any ABG for earlier milestone payment.

N. In case of high value Contracts for sophisticated Equipment/ Machinery, if domestic supplier insist payment through LC, this may be considered provided Loading provision is included in Bidding Document.

# ANNEXURE-D TO SPC

# TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / TRAINING AT SITE/HAZOP

## Terms & Conditions for Supervision of Erection, Testing & Commissioning / Hazop / Training at Site

1. The quoted per diem rate shall be deemed to include all related expenses, including but not limited to domestic travel, local conveyance, accommodation, meals, medical, all insurances including Bidder's personnel and third-party insurance and all other incidental charges, and compliance with applicable statutory requirements pertaining to the deployed personnel. No additional reimbursement shall be payable under any head unless expressly provided for elsewhere in the Contract.
2. Per diem charges shall be payable from the day bidder's person reaches site upto the day he leaves the site. No payment will be made for travel days/period.
3. In case bidder's representative takes leave, per diem charges for that day shall not be payable.
4. The Bidder shall quote an all-inclusive per diem rate for the aforesaid services, based on a standard working day of ten (10) hours. The per diem rate shall be uniformly applicable to working days, weekly offs, and public holidays on a pro-rata basis. Any work performed beyond ten (10) hours in a day shall be compensated on a pro-rata basis calculated from the quoted per diem rate. Payment shall be made strictly for the actual number of days personnel are present and working at the site; no payment shall be made for travel time.
5. Selection of Foreign/ Indian supervisory personnel shall be left to Owner's/Purchaser's choice.
6. Vendor's supervisory personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.
7. A notice period of 15 days will be given for mobilization of supervisory personnel for supervision of erection.
8. Validity period of per diem rate shall be upto the end of guarantee period. Further, in case services for supervision are required after the guarantee period, 5% annual escalation shall be applicable.
9. Payment Terms: Refer Bid Data Sheet / Annexure-C to SPC.
10. **Requirement of Employment Visa for Foreign Nationals**

    All foreign nationals coming to India for execution of Projects / Orders will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

    i) Employment Visa is granted only for the skilled and qualified professional or to a person who is being engaged or appointed by a company, organization, Industry or undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
    ii) Request for employment Visa for jobs for which large number of qualified Indian are available, is not considered.
    iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs. Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to Indian during execution of the Order.

Signature with Name & Date and

Seal/Stamp of the Bidder

# ANNEXURE-E TO SPC

# Terms and Conditions for Post Warranty Annual Maintenance Contract

## Terms and Conditions for Post Warranty Annual Maintenance Contract

1. Bidder to quote for the Post Warranty Annual Maintenance Contract as per scope defined in Material Requisition (MR) / Technical portion for no. of years as specified in MR / Price Schedule. Bidder to furnish the Lumpsum Price as per the Price Schedule.

2. The AMC Charges quoted in Price Schedule Format shall be inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance,and all other incidental charges etc. Owner will not have any liability, whatsoever, over and above the quoted prices.

3. Payment terms shall be as specified in Bid Data Sheet (BDS) / Annexure-C to SPC.

4. The order for AMC will be placed before the expiry of contractual Warranty Period. The price of AMC services will remain firm & fixed for the complete execution of AMC contract. In case there is delay in start of AMC from the date of expiry of warranty period, the charges shall be paid on prorata basis for the duration curtailed from original specified AMC period.

5. Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annually AMC amount which shall be valid for the entire AMC period plus 6 months claim period.

6. Periodic and Preventive maintenance: Vendor shall depute their engineers to installation site as & when required for regular checkups, as part of periodic maintenance. Vendor shall also depute their service engineers periodically for preventive maintenance, major repairs / replacement and reporting. Price shall also include emergency visits as necessary.

7. Scope of AMC shall be as per MR/ Technical portion. The quoted lump sum rate shall include providing all manpower, machineries and materials required to carry out the work as per scope of work of AMC defined in the MR.

# ANNEXURE-F TO SPC
# TERMS & CONDITIONS FOR SITE WORK

## TERMS & CONDITIONS FOR SITE WORK

1. The Vender shall perform their jobs in eco-friendly manner and in consonance with the objectives of BPCL Refinery environment management system.
2. Since, it is an existing Complex with various units in operation; the proposed site has constraints of space availability, restriction in movement of over dimensioned / overweight consignments both within & outside the project site. Further, construction / erection work for several other project facilities at various locations within refinery site will be progressing concurrently. It will be the responsibility of vendor to seek approvals from the Owner for working within & outside the refinery limits and also of taking all suitable safety measures as per regulations in force for the safety of existing-refinery.
3. The material shall be collected by the vendor from owner's stores/Project Site/vendor's own stores (as the case may be) and transported to the erection site at vendor's cost and risk.
4. All labour (both skilled and unskilled), tools, tackles and consumables, shall be arranged by Vendor at his own cost.
5. Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees/staff at their own cost and abide by all labour laws, safety codes and statutory regulations and keep Owner indemnified in respect hereof.
6. The Vendor is responsible for keeping his work place neat and clean and shall always avoid scattering of any materials around the work place. The Vendor shall clear the work site of all debris, materials, tools, tackles etc. immediately upon completion of the job. Any temp. Line/cables etc. laid for the purpose of execution of a particular job shall be immediately removed to an agreed location and the site cleared off all such materials.
7. The Vendor shall not throw out gaskets, used electrode pieces, hand gloves, cotton wastes, gunny bags, polythene bags etc. into open channel, any drains or pipe line system. These are to be collected together and deposited in bins/waste collectors earmarked for the purpose of disposal after consultation with Engineer-in-Charge.
8. Construction Power shall be provided by BPCL free of cost only within BPCL BPREP Premises and area/ land allotted by BPCL to vendor. The free power shall be provided at designated locations only. Vendor to make all necessary arrangements for taking the power to their required locations.
9. Construction Water shall be provided by BPCL free of cost only within BPCL BPREP Premises. In Hadkal area, there are few Borewells available. The free water shall be provided at designated locations/ borewells only. Vendor to make all necessary arrangements for taking the water to their required locations.
10. Crane, if required shall be in the scope of vendor, unless otherwise specified in Material Requisition.
11. As per the applicable Factory Act the Labour License if required, shall be taken by Vendor before starting the works.

**RFQ NO:**
**ITEM:**
**OFFER NO:**

**VENDOR'S SIGNATURE & DATE:**
**NAME**
**DESIGNATION**

# PERSONAL PROTECTIVE EQUIPMENT (PPE) POLICY

We at **Bina Refinery(BR), Bharat Petroleum Corporation Ltd (BPCL)** are committed to achieve safe work environment by providing quality **Personal Protective Equipment (PPE)** as per the identified Hazards. Refinery operation is inherently hazardous in nature due to the processes involved and the large inventories of hydrocarbon stored in the premises. Petroleum Refinery poses great risk of fire, explosion and release of toxic materials due to the characteristics of its raw materials, intermediates and final products and the high operating temperature / pressure involved in the plant operations.

The purpose of the **Personal Protective Equipment Policy** is to protect the employees and service providers of BPCL BR from exposure to workplace hazards and the risk of injury.

**To achieve the above objective, everyone shall adhere to the followings:**

- ✓ **5–Mandatory PPEs** (Boiler suit / Duster Coat, Safety Shoes, Safety Helmet, Safety Goggle and Safety hand gloves) shall be used by all employees as well as Service Providers / Visitors while entering the operation area which is beyond the car parking area.
- ✓ **Mandatory PPEs** shall be used in **Workshop and Warehouse** storage areas also.
- ✓ **Flame Resistance Clothing** with inherently flame resistance fabrics shall be used for the Boiler suit / Duster Coat for the employees.
- ✓ For Service Providers working inside refinery operation areas like, Maintenance / Electrical / Instrumentation / other O&M service providers should preferably use minimum **Chemically treated flame resistance** boiler suits.
- ✓ Encourage use of **Cotton / Flame resistance Winter wear** by all employees and service providers. Winter wears using woollen / synthetic fabrics to be avoided.
- ✓ Employees in the rank of Chief Manager and above shall wear Duster Coats, while Sr. Manager and below shall wear Boiler suits. Duster Coats shall not be allowed to Service providers.
- ✓ In addition to above, **Job Specific PPEs** shall be used as per Hazard Identification and Risk Assessment. **Job specific PPE matrix** shall be followed as indicated in Common Procedure Manual for PPE.

**Date: 08th Sept' 2023**
**Place: Bina**

**Chacko M Jose**
**Executive Director-BR**

# Chapter 3: Contractor's HSE Guidelines:

| | | |
|---|---|---|
| **1** | **PURPOSE:** | The purpose is to outline BPCL's Safety Guidelines for Contractors. These guidelines are not to be considered as a substitute for the applicable government regulations. |
| **2** | **SCOPE OF APPLICATON:** | This procedure shall be applicable to all BPCL Facilities. These includes, but not limited to:<br>a) Refinery Complex<br>b) Bina Dispatch Terminal (BDT)<br>c) Crude Oil Terminal (COT Vadinar) |
| **3** | **CROSS REFERENCES:** | ISO 45001:2018, Factories Act 1948 & Madhya Pradesh State Factory Rules, 1962 |
| **4** | **PROCEDURE:** | |

## PART "A": BPCL OBLIGATIONS

### 1.0 HSE Consideration in Selection of Contractors:

1.1 The user plant sends request to Commercial about the requirement of the contractor for any work/job. Commercial/User will locate the vendors/ contractors and suitable contractors are short-listed after technical scrutiny/ recommendation as per the prevailing procedures. Commercial will award the work order for the job as per existing SOP.

1.2 Contractor's past HSE record (minimum 2 years) shall be given due consideration, together with the technical competence. Following stages are considered while selecting & registration of new contracting agencies and awarding contract to any job.

**1.2.1 Pre-selection stage:**

i. During pre-selection stage, contractor's suitability for a specific type of work is assessed in a preliminary way. HSE should be one of the prime considerations in such assessment.

ii. Pre-selection involves establishing a list of approved contractors (the approved list). The contractors who are included in this list can be invited to submit an offer for a contract. HOD User Department / Engineer In Charge or his/her representative shall ensure that the contractor fulfills requirements pertaining to HSE before including his name in approved list.

**1.2.2 Tendering and contract award stage:**

i. In the tendering process, the contractor will have to include in its cost estimation, all items necessary for complying with health, safety and

environmental aspects. It is therefore essential that while inviting a contractor to submit an offer, he ensures understanding of the scope of work completely including general and specific HSE requirements, so as to enforce the required level of HSE performance during execution stage.

ii. Since all contractors, who have submitted offers, are screened in the pre-qualification stage, they are assumed to be capable of meeting the HSE requirements of the company. However, the aim should always be to achieve a high level of HSE performance in the execution of the contract, and hence the HSE aspects of each of the contractors should weigh equally amongst the other key items like cost, quality and time for making the ultimate choice.

## 2.0 BPCL Responsibilities

### 2.1 Responsibilities of BPCL Management:

2.1.1 To provide specific information to contractors and make workers aware of the hazards associated with job assigned.

2.1.2 To provide information about risk mitigation measures available at the workplace.

2.1.3 To provide the contractor with information on BPCL safety procedures, confined space entry, work permit system, Emergency Response & Disaster Management Plan etc.

2.1.4 To ensure training of the contractor workforce, medical examination, and proper usage of safety equipment.

2.1.5 To arrange for a multi-disciplinary safety audit team to conduct regular safety audits and monitor the implementation of the recommendations.

### 2.2 Responsibilities of Procurement Department:

2.2.1 Procurement will receive the request mentioning all the job details including special HSE requirement, if any from the concerned plant/ Dept. HOD and locate the suitable contractor.

2.2.2 Shall consider the performance of the contractor on compliance of HSE procedures as per the feedback given by the concerned Plant/Department/F&S for floating tender enquiry.

2.2.3 Shall advice / warn and if required terminate and de-list the contractor for violation of HSE procedures on recommendation of the EIC / User.

### 2.3 Responsibilities of Plant/Dept. HOD:

Although the contractual obligation for HSE of contractor's activity rests with the contractor, the HOD of concerned Plant/ Dept. shall also oversee that the contractor's supervision is in line with the HSE requirements applicable to the work and the hazards associated with that work.

### 2.4 Responsibilities of F & S Dept.:

2.4.1 Conduct safety induction, mandatory/ special fire & safety training for the contractor's supervisors and workers.

2.4.2 Ensure Investigation of all the incidents.

2.4.3 Conduct audits/inspections and suggest Contractor for improving the HSE standards of Contract employees.

2.4.4 Advises procurement department to warn / terminate the contractor if HSE procedures are violated.

**2.5 Responsibilities of Engineer Incharge:**

2.5.1 It is the responsibility of engineer incharge to ensure that BPCL HSE requirements are fulfilled by contractors/ sub-contractors.

2.5.2 The engineer in charge must see the past HSE record of all contractors/ subcontractors before awarding the work order.

2.5.3 The engineer in charge must ensure that the contractor employees have undergone safety induction, mandatory/ special F&S trainings.

2.5.4 The engineer in charge shall ensure that contractor's employees must wear mandatory/ job specific personal protective equipment.

2.5.5 The engineer in charge should ensure that incidents are reported/ entered in IRIS portal.

# PART "B": CONTRACTOR'S HSE GUIDELINES

**1.0 Introduction:**

BPCL believes that all the manufacturing and related activities should be conducted in a safe way to ensure the safety of people working in its premises.

It is to be ensured that contractors, who work for BPCL, comply with HSE standards as per the company's policy and observe safe practices & procedures at work to protect health and safety of their employees and others.

Safety of the contract personnel needs enhanced focus due to constant change of persons leading to lack of awareness. Statistics and experience show that an additional benefit from improved HSE performance leads to overall effectiveness in the execution of contract work.

In particular, the contractor has an independent responsibility for his own HSE performance. BPCL is responsible for clearly communicating its HSE requirement to the contractor and for monitoring the contractor's performance with respect to HSE. HSE standards of the contract employees should be in line with the BPCL employees and any violation observed will be dealt with strictly (including termination of the contract).

These guidelines are applicable to all contracting agencies, O&M operators, other service providers, etc. who work for Bharat Petroleum Refineries Limited.

**1.1 Definitions**:

**Owner / Company** shall mean Bharat Petroleum Refineries Limited.

**Agreement** shall mean the contract agreement between owner and contractor for activities assigned to the contractors.

**Contractor** shall mean the person/persons, firm or company whose tender has been accepted by the Competent Officer of BPCL or contractor's legal Representative/ his successors and permitted assignee/sometimes engaged in job on verbal instructions, due to exigency/emergency etc.

**Engineer – in – charge** shall mean the person authorized by the Competent Officer of BPCL to whom contractor or his/her employees report to for work instruction.

**Contract** shall mean the totality of the agreement between the parties as derived from the contract documents.

**2.0 HSE Aspects of the Contract:**

In addition to the usual features of a contact there shall be a separate clause dealing with the contractor's compliance with Health, Safety and Environmental requirements. The sub-contractors if engaged shall follow all the HSE requirements of BPCL applicable to main contractor.

**2.1 HEALTH: OCCUPATIONAL HEALTH REQUIREMENTS**

**2.1.1 MEDICAL FITNESS**

i. Before planning the posting of the worker to BPCL, the concerned supervisor shall have a general overview that the person is not physically or mentally incapacitated for the planned job.

ii. The contractor shall arrange the medical examination of the workers as per the BPCL policy.

iii. The contractor shall produce the certificate of medical fitness of the worker at the time of gate pass application on the format as required by BPCL.

iv. The contractor shall ensure the compliance to the completion of the various specific medical examinations (SME) as per the BPCL policy. At present the SME is required for the following jobs

- Confined space entry (Specify if inert space entry)
- Work at Height
- Work in SRU
- Work in CPP
- Work in High Noise Area
- Canteen work
- Operation of a crane, locomotive or fork-lift truck, or to give signals to them
- Driving (other than specified in clause1.4.7)
- Work at White oil gantry or Railway Gantry of BDT

v. The contractor shall ensure compliance to the Form-32 medical examination for

- Confined space entry ,

- Work at Height (>30 Meters)
- Any specific job as suggested by Fire &Safety dept.

vi. The contractor shall ensure that the posting of the workers in the jobs requiring SME or Form-32 shall be in accordance with the fitness status in the medical examination.

vii. The contractor shall follow-up with the workers for the medical recommendation as suggested on the medical fitness certificate / Form 32.

viii. The contractor shall ensure timely renewal of the medical certificate, that is within one year for:

- Periodic Medical Examination for all the workers (if not specified)
- Confined space entry (Specify if inert space entry)
- Work at Height
- Canteen work
- Operation of a crane, locomotive or fork-lift truck, or to give signals to them (age < 45 years)
- Driving (other than specified in clause 1.4.7)
- Work at White Oil Gantry or Railway Gantry of BDT
- Six months for:
- Work in SRU
- Work in CPP
- Work in High Noise Area
- Operation of a crane, locomotive or fork-lift truck, or to give signals to them (age > 45 years)

ix. The cost of all these medical examinations (if any) should not be directly or indirectly recovered from the workers & shall be borne by the contractor company.

x. In case of any medical related dispute BPCL will be the final authority to arrive at a decision.

### 2.1.2 WORKPLACE INJURIES / EXPOSURES

i. The contractor shall periodically educate, train, motivate & supervise the workers at the opportunities of tool box talk or during the job on the possible health hazards, risks involved in the job & the good safety practices for prevention of such workplace injuries / exposures.

ii. The contractor shall ensure that in case of any such incident, the person is sent to Occupational Health Centre (OHC) along with his/her supervisor for the treatment & the documentation.

iii. The contractor shall cooperate, arrange & ensure that:

iv. The injured gets the complete treatment as advised,

v. The injured gets the medical attention on the recommended frequency at the govt. approved hospitals / clinics.

vi. The person is brought to the OHC for fitness certificate in all (except the First Aid cases), for the medical examination & fitness, before resuming the duties.

vii. The injured gets all required rehabilitative care.

### 2.1.3 HEALTH PROMOTION ACTIVITIES

The contractor shall ensure that the workers actively participate in all the health promotional activities as & when organized / supported by BPCL.

### 2.1.4 Disclosure

The contractor shall disclose any such important medical information he has, to the medical facility at BPCL in writing, if any of his workers has any potential or recognized significant health hazard to the health of the worker / his colleagues.

### 2.1.5 IMPROVEMENTS

The contractor shall periodically update his supervisors & the workers about the prevailing medical related requirements at BPCL.

## 2.2 Safety Guidelines for Contractors/ Sub-Contractors:

### 2.2.1 Responsibilities

i. The contractor shall be fully responsible for supervision of its personnel to ensure that they strictly adhere to all applicable Safety requirements.
ii. The contractor shall appoint one of its personnel on the work site as a Safety Representative.
iii. The contractor's Site Manager on site shall be responsible for coordinating the contractor's safety activities.

### 2.2.2 Alcohol and Drugs

The contractor shall ensure that any time during the performance of the work his personnel are not under the influence of any alcoholic liquor, drug or other intoxicating substances.

### 2.2.3 Conduct of Contractor's Personnel

The contractor shall instruct his personnel to comply with the following:

i. No one shall enter any part of the complex, including the work site except for undertaking the work assigned.
ii. Smoking is strictly prohibited. Anybody found smoking would be immediately removed from the complex. Such a person shall be barred from working for any other contractor employed by BPCL.
iii. No fire or naked light, matches, cigarette lighters or any apparatus that can cause ignition, shall be allowed in the complex.
iv. Personal Protective equipment shall be used and worn in accordance with the safety procedure.
v. It is essential that good housekeeping is maintained throughout the period of any work, both at work site and around any temporary building. The working area shall be kept tidy at all times, escape and other access ways shall be kept clear of objects.

vi. Safety equipment shall be kept in an accessible place. Scrap/surplus material shall be removed daily, cleaning up only at the end of the job is not considered sufficient.

vii. Spillage of oil or chemical shall be cleared up immediately in view of the fire hazard, slippery surfaces, toxic substances etc. Appropriate safety precaution shall be taken during the cleaning up. While returning permit, acceptor will certify housekeeping and issuer will check the same before signing the permit.

### 2.2.4 Equipment supplied by Contractor

The contractor shall provide and operate his equipment in compliance with the BPCL Procedures. Maintenance and use of equipment should be as per the standard practice and it should not create any hazard during the use. Contractor should deploy skilled workmen for operating the machine.

Contractors to inspect tools/tackles at quarterly interval and necessary records are to be maintained as per company format. Engineer In-charge will carry out random audits to ensure system compliance.

### 2.2.5 Personal Protective Equipment

i. The contractor/ sub-contractor shall supply following mandatory personal protective equipment to its all employees & supervisors:

| S No. | PPE Type | Specification | Quantity | Frequency |
|---|---|---|---|---|
| 1. | Safety Helmet | EN:397, IS:2925 | 1 | Yearly |
| 2. | Safety Goggles | EN:166, ANSI: Z 87.1 | 1 | Quarterly |
| 3. | Safety Hand Gloves | Polka Dotted | 2 Pairs | Weekly |
| 4. | Boiler Suit | Cotton | 3 Sets | Yearly |
| 5. | Safety Shoes | EN-345, IS:15298 | 1 Pair | Yearly |
| **Note: No Contractor shall use red colour boiler suits and helmets inside the premises other than the firefighting crew.<br>***Note: The service provider shall obtain approval from F&S department before selecting colour of coverall and helmets. | | | | |

ii. The contractor/ sub-contractor shall also provide following PPEs as per job requirements such as but not limited to:

| SN | PPE Type | IS/EN/EU | Quantity | Frequency |
|---|---|---|---|---|
| 1. | Ear Plug (Ear Muff on need base) | EN 352-2, ANSI: Z3.19, EN-352-1 | 1 | Monthly |
| 2. | Dust Mask | IS:9473,EN-149 | 2 | Weekly |
| 3. | Full Body Harness with double lifeline | IS: 3521 | Job Specific | Need Base |
| 4. | Face Shield | EN:166.1.B.3.9 | Job Specific | Need Base |
| 5. | PVC/Nitrile/Rubber gloves (For Chemical/Civil Jobs) | EN-374-(JKL) AND EN-388-CE, EN-374-CE | 1 Pair | Weekly |
| 6. | Gum Boots (Civil Jobs) | EN-345 | 1 Pair | Half Yearly |
| 7. | Leather Gloves for Welders | CE-0493 | 1 Pair | Monthly |
| 8. | Leather Apron | EN-398, EN-407 | Job Specific | Need Base |
| 9. | Helmet mounted welder's shield | IS:2925 ,EN-166 | 1 | Yearly |
| 10. | Chemical Splash Goggles (need base) | ANSI: Z 87.1 | 1 | Quarterly |
| 11. | Over Spectacles Goggles (need base) | EN-166, EN-170, EN-172 | 1 | Quarterly |

iii. The contractor/ sub-contractor shall ensure that the quality of PPE's is maintained as per BPCL guidelines. Contractor/ sub-contractor is responsible for providing personal protective equipment to their employees as per above specifications, quantity & frequency.

iv. The contractor/ sub-contractor shall ensure that personal protective equipment is maintained in good condition and shall be worn as per the requirement.

v. All the PPE should be available while working and proper supply to be ensured by the contractor for routine wear and tear/loss.

vi. Use of PPE is mandatory and any violation of the same shall be penalized.

vii. Contractor shall provide contractor's employees with the mandatory personal protective equipment and the personal protective / safety equipment as specified in the work permits. The contractor shall also provide additional PPE, if instructed for safe execution of the job.

viii. Contractor's PPE and other safety equipment shall conform to BPCL specifications and sample shall be approved by BPCL safety representative before procurement. Sufficient stock of mandatory PPEs shall be kept and maintained at site.

ix. Contractor employees and employees of Subcontractors shall wear safety helmet and coverall of the same color with logo/emblem of the main contractor.

x. Contractor employees should be trained in proper use and maintenance of PPE.

xi. The damaged PPE shall be periodically replaced with new ones.

**2.3 ENVIRONMENT:**

2.3.1 The contractor shall perform their jobs in an eco-friendly manner and in consonance with the objective of BPCL Environment Management System. The contractor shall inculcate environmental awareness among their workmen/personnel and strive for enhancement of systems and skills for minimizing the environmental impact out of their activities/services.

2.3.2 The contractor shall avoid wastage of water, compressed air, electric power, steam, etc. supplied to them from owner's source of supply for execution of the job.

2.3.3 The contractor shall ensure that while carrying out Modification/Repair/Replacement jobs of any equipment or pipeline, the spillage of Hydrocarbon, Oily Sludge etc. are cleaned and routed to nearby OWS, at regular interval as well as after completion of jobs.

2.3.4 Before attending any blinding/de-blinding jobs, during pipeline transfer operation all tools, tackles &spares shall be kept ready at site in order to minimize Hydrocarbon spillage.

2.3.5 Should there be a discharge or escape of appreciable quantity of pollutants or contaminants during performance of its obligations under this Contract which occurs as a result of activities of Contractor or its sub-Contractor, the Contractor shall immediately take all action necessary to contain, control, recover or disperse the substance and to eliminate the safety and environmental risks and correct the damage resulting there from.

2.3.6 The contractor shall clear and level the work site and remove all metallic and nonmetallic surplus materials, scrap, debris and other waste materials generated out of his job, from time to time as well as after completion of job. The contractors shall not throw away cut gaskets, used electrode pieces, hand gloves, cotton bags, polythene bags, etc., into open channel drains or pipelines system. They are to be collected and to be deposited in bins/waste collectors earmarked for the purpose or disposed off in the areas as per the direction of Engineer-in-Charge. The contractor is responsible for keeping his place neat and clean. Also all temporary office shall be maintained in a healthy and hygienic condition.

2.3.7 Contractor shall return all surplus materials & scrap to the owner's stores.

2.3.8 Contractor's vehicles, trucks, tractor, cranes and other portable equipment e.g. Air Compressor, DG Set, Dewatering Pumps etc. used inside refinery premises (where Hydrocarbon is used as fuel) for execution of the job must be mechanically sound and have an exhaust complying pollution norms. The contractor shall ensure to avoid idle running of vehicles and equipment used for execution of the job.

2.3.9 Contractor shall comply all the applicable rules and regulations as per MoEF guidelines while working/ handling equipment inside refinery premises.

2.3.10 Special precautions and personal protection shall be taken as per refinery HSE procedures during the following jobs:

i. Handling of Hazardous Chemicals, Gases & Materials etc. (e.g. Spent Catalyst/Clay/Carbon/Resins, Acids, Chlorine, Ammonia, Pyrophoric Iron, etc.).

ii. Working in presence of Suspended Solids (e.g. Catalyst, Refractory, Sand, Dust, etc.)

iii. Cleaning/handling of Oily Sludge.

2.3.11 BPCL, Bina is having **"QUALITY, ENVIRONMENT, OCCUPATIONAL HEALTH AND SAFETY (QEHS) POLICY." Please refer Annexure I.** Contractor/ Sub-contractor will educate their personnel working inside the refinery w.r.t. QEHS Policy of the refinery and all out efforts shall be made for compliance to the above policy.

2.3.12 For contracts related to construction related activities, the contractor to use only fly-ash based products for building materials and road embankment, such as cement or concrete, fly-ash bricks/blocks/tiles, clay fly-ash bricks/blocks/tiles or cement fly-ash bricks/blocks/tiles or similar products in combination or in aggregate of them in every project in line with MoEF gazette notification.

2.3.13 For contracts related to solid material handling such as fly ash, pet-coke, coal, limestone, sulfur, etc., the contractor is required to take all necessary precautions so as avoid the dusts getting air borne or spillages on roads & drains, etc. during transportation and handling of the same. Precaution during transportation may include use of enclosed vehicles, proper covering of the consignment with tarpaulin, water sprinkling, etc. as suitably directed by Engineer-in-charge.

2.3.14 For activities related to generation & handling of E-Waste, spent lead acid batteries & contaminated chemical drums the contractor is required to ensure the handling of the same is carried out in line with related refinery Environment dept. guidelines.

## 3.0 ADMISSION TO BPCL PREMISES

### 3.1 ENTRY IN REFINERY PREMISES

CONTRACTOR shall allow only its employees, Subcontractors, and suppliers directly connected with the work, to enter BPCL premises only after attending necessary safety induction training endorsed by F&S.

### 3.2 VEHICLES AND PARKING

3.2.1 Contractor shall furnish transportation for all of Contractor’s employees from the designated entry gate to the job site and return. The BPCL Representative will designate the routes and parking areas to be used by Contractor's vehicles in BPCL premises. Contractor shall observe all of the BPCL’s traffic regulations at all times while in the refinery and other BPCL premises.

3.2.2 All Contractors owned, rented, or leased vehicles or equipment (i.e. air compressors, generators, welding equipment, forklifts, cranes, etc.) entering the Refinery and other BPCL premises shall be properly identified and has a valid Safety Certificate and Gate Pass. Only vehicles required for execution of work are allowed in the Refinery and other BPCL restricted premises; all other vehicles shall be parked outside the Refinery or BPCL restricted premises.

3.2.3 A safety clearance from F&S dept. is required to all the vehicles entering in BPCL operational area. The timings of vehicle inspection is from 09:00 AM to 11:00 AM.

3.2.4 The contractor shall comply with all points of checklist given in **Annexure II** of safety inspection of vehicles before coming for inspection.

### 3.3 TRAFFIC REGULATIONS

All traffic signs, signals, and road markings must be obeyed. Unless otherwise posted, the speed limit in BPCL facilities is 30 KMPH. In all cases, the low posted speed limit shall govern.

## 4.0 SAFETY RULES AND PROCEDURES

### 4.1 SMOKING AND CARRYING OF MATCHES / LIGHTERS

Smoking is prohibited in all BPCL Areas. Carrying of matches and lighters into Refinery premises is prohibited. Violators will be refused entry into the restricted area and shall be dealt administratively as violation. Contractor shall be responsible for strict adherence to these regulations by contractor's employees or the employees of contractor's sub-contractors.

### 4.2 BATTERY OPERATED AND ELECTRICAL ITEMS

Non-intrinsically safe battery operated items e.g. flashlights, mobile phone, pagers, personal monitors, etc. are not permitted inside the operational area. Electrically operated tools & equipment should be suitable for use as per the area classification and should be certified by BPCL electrical dept.

### 4.3 FIRE FIGHTING EQUIPMENT

Contractors shall furnish all portable fire extinguishers and safety equipment required at construction sites during construction. The fire extinguishers shall be certified by BPCL Fire & Safety dept. and proper tag / sticker shall be provided by the contractor. The firefighting equipment shall be regularly inspected & maintained.

Contractors shall not use, alter, or move BPCL firefighting equipment. Firefighting equipment shall be accessible at all times.

### 4.4 SCAFFOLDING AND LADDERS

4.4.1 All scaffolds shall be erected by competent and qualified personnel and shall conform to requirements of BPCL guidelines and safe work practices for scaffolds and ladders. These requirements include the mandatory inspection, tagging, approval, and certification of erected scaffold before use.

4.4.2 Contractor's scaffold material samples shall be approved by BPCL prior to procurement. Scaffolding should be regularly inspected by competent person & provided with inspection tag.

## 4.5 USE OF RADIOACTIVE MATERIAL

4.5.1 Only authorized personnel holding valid 'Radiation Work Permit License' issued by BARC shall handle radioactive material.

4.5.2 Contractor shall comply with all safety precautions and requirements as specified in relevant clauses of BPCL procedures and guidelines.

4.5.3 Contractor shall ensure that the following basic rules are strictly enforced:

i. The ionizing radiation source shall not be left unattended.
ii. Radiation film badge dose meter shall be used.
iii. The exposure area shall be clearly identified, barricaded by rope or other effective means and radiation warning signs posted.
iv. Contractor shall coordinate with BPCL Inspection\ Instrumentation Representative to ensure that, the Dose Rate at the barricade does not exceed 0.25 milirems per hour.
v. Contractor shall ensure availability of radiation meter at work site of radiography
vi. Contractor shall give 12 hours' prior notice to Engineer incharge Inspection \ Instrumentation before starting any radiography work inside refinery.

## 4.6 COMPRESSED GAS CYLINDERS

4.6.1 Contractor shall comply with the BPCL requirements for storing, handling and using of compressed gas cylinders.

4.6.2 Cylinders which are approved by PESO should only be allowed to use in refinery complex.

## 4.7 ROAD CLOSURES

4.7.1 No roads shall be barricaded or blocked in any way without written approval from the BPCL's representative & F&S dept. Use of a flag man is required to direct traffic around congested areas. Road workers and workers on roadsides shall wear reflective coverall or jacket.

4.7.2 Barricades, temporary walkways, signs, etc. should be provided for the safety of pedestrians and roadside facilities. Barriers shall be equipped with reflectors or lights so that it is readily visible at night.

## 4.8 VEHICLE / EQUIPMENT SAFETY CERTIFICATE

4.8.1 All vehicles and engine driven equipment entering BPCL premises require a 'Safety Certificate' as such, contractor should meet the following general requirements:

4.8.2 CONTRACTOR'S Vehicle or mobile equipment shall be in good condition and meet the requirements of 'Vehicle and Equipment Safety'. The number of vehicles/ mobile equipment shall be kept to the minimum essential for the site personnel and work requirements.

4.8.3 Contractor's vehicle or equipment shall be provided with the appropriate type and size of fire extinguisher certified by BPCL Fire & Safety dept.

4.8.4 An approved type of spark arrestor shall be fixed to the exhaust of equipment and vehicles entering hazardous area. Pool cars or buses shall not be allowed to enter hazardous area. Mobile equipment, lifting appliances and vehicles to load or unload material shall only be allowed with work permit and prior authorization.

4.8.5 In addition, contractor's lifting equipment shall have a valid load test certificate from a BPCL approved third party. Safety valves on mobile equipment shall also be third party certified.

## 4.9 WELDING AND CUTTING

4.9.1 Contractor should obtain a Hot Work Permit prior to any welding works in BPCL premises and all requirements pertaining to hot work shall be strictly enforced. Only a BPCL approved type of Welding Blanket shall be used.

4.9.2 When welding work is carried out in a workshop or any similar location classified as a permit free area, which is approved by CGM (Mfg.), a work permit is not required but the work shall be adequately supervised. The work area shall at all times be kept clean of combustible and flammable material.

## 4.10 WORK PERMITS

4.10.1 As a general principle, no work in the BPCL premises can be carried out unless authorized by appropriate work permit, except those specified in the BPCL Guidelines and Procedures for Work Permit System. The nature of work may also require additional permission, such as permission for radiography & Excavation.

4.10.2 Contractor shall obtain appropriate written work permit (and additional permission if required) through its BPCL representative before starting any work and an approved copy of the permit must be available at the job site.

# 5.0 CONTRACTOR'S EQUIPMENT / MATERIALS

i. Contractor's engine driven equipment shall be equipped with BPCL approved type of spark arrestor and should be in good operating condition before it can enter the Refinery and other BPCL premises.

ii. All battery boxes shall be covered and all gasoline lines and carburetors free from leakages.

iii. A current and valid BPCL Safety Certificate shall be attached to all engine driven equipment entering the Refinery.

iv. Operation of engine driven equipment must comply with BPCL Rules and Regulations.

## 5.1 THIRD PARTY 'TEST CERTIFICATE'

5.1.1 Contractor shall secure BPCL approved Third Party 'Test Certificate' (before using any) of the following contractor's equipment / equipment accessories:

i. Lifting appliances (crane, boom truck, truck, jig lift, forklift, pulley, D shackle etc.)

ii. Safety valves on mobile equipment, e.g. air compressor, hydro test machine, vacuum truck etc.

iii. Cargo tank of tank vehicles, e.g. fuel tanker, vacuum tank or pressurized tank, etc.

iv. All pressure vessels, e.g. compressor's air receiver, SMPV, etc.

5.1.2 And also produces test certificate once in year for all lifting appliance, valve vacuum tank, pressure vessel, & once in six month for lifts, hoist, man basket etc.

## 5.2 FORKLIFTS, INDUSTRIAL TRUCKS AND CRANES

Only persons holding appropriate Driving License may operate forklifts, industrial trucks and cranes. Personnel are not permitted to ride/travel on forklifts, industrial trucks and cranes.

## 5.3 STORING FUEL AND REFUELING ON BPCL PREMISES

5.3.1 Contractor should not store fuel for refueling (vehicles & equipment) inside BPCL premises without BPCL Representative approval.

5.3.2 Contractor should not transport fuel on vehicles or containers not approved for that purpose.

## 6.0 On-the job Control:

Following tools are useful to ensure the safe practices on the job.

## 6.1 Safety Supervision:

6.1.1 It is the duty of the contractor to supervise his workmen during the job. The concerned plant personnel shall oversee the supervision of safety, health and environmental matters.

6.1.2 It is mandatory that contractor's supervisor is present within the plant premises till the job continues. The contractor's supervisor will be in the close contact with BPCL Engineer in charge.

## 6.2 Safety Inspections and Safety Audits:

6.2.1 Safety inspection and auditing are important means for monitoring contractor safety. Contractor's Supervisor must discourage unsafe practices by contractor employees through regular inspection at the work site. The compliance with work permit system, mandatory PPE's of personnel, the operational condition of safety equipment and the reliability, use of tools appropriate for the job**,** serviceability
and maintenance of work tools and equipment should be established by spot checks. Concerned contractor's safety supervisors shall carry out audit of their facilities and equipment. It is the responsibility of Contractors to ensure that necessary action is taken to rectify in a time bound manner.

6.2.2 Contractor should participate in half yearly HSE audit conducted by F&S department of BPCL. The result of these audits should be used for setting goals for future improvements and winners should be awarded accordingly. A written Inspection report shall be prepared and distributed to top management of the same. The checklist for half yearly audit is as per **Annexure III.**

## 6.3 Non Compliance/ Safety Violation:

6.3.1 Whenever the contractor is found to be working unsafe, he shall be advised accordingly by the concerned plant management and F&S person to take corrective

action. If needed work shall be stopped until the situation is rectified. Delay in work as a result of such stoppages shall be regarded as a breach of contractual obligations.

6.3.2 Non-compliance / violation of safety standards by the contractor shall be viewed seriously by the HOD of concerned plant/ Dept. / HOD F&S.

## 7.0 Contract Employees Safety Training:

It is the policy of BPCL to provide systematic safety training and education to Company's contractors and transporters personnel for observing safe work practices.

## 7.1 Safety Induction, Mandatory and Job Specific Fire & Safety Training:

As a minimum requirement, all the contractor's personnel working at refinery Complex are required to be trained in HSE aspects as detailed below:

**7.1.1** Every person will be provided safety induction prior to deployment on work.

**7.1.2** Permanent contractor has to fulfill the requirements of *mandatory* fire & safety trainings.

**7.1.3** Contractor employees will also attend job specific training on need basis.

**7.1.4** Further, Contractor nominated safety representative also to train their workmen and keep a systematic records of training as per details given below:

i. Date and time of training given

ii. Name and Signature of Safety Representative

iii. Name and Signature of individual taken the training

iv. Periodically contractor workmen training activities will be audited by record checking and validation at random by Fire & Safety Dept.

## 7.2 Toolbox talks:

The toolbox talks as a part of continuous training for effective use of safety tips on the job planned for that day. The Supervisor-in-charge of the Contractor should give a ten to fifteen minutes talk to the Contract employees. This is the most effective channel of communication as it takes less time, it is at the work place and it is covering the immediate job they are handling so they can precisely correlate the training while working. Toolbox talk is the right tool to boost the safety awareness and to improve the Contract employees' participation as it involves a small group where direct contact is established to make the safety message more effective. Records are to be maintained by Contractor Supervisor of Tool Box talks. This should also reflect in monthly HSE report.

## 8.0 EMERGENCY RESPONSE AND INCIDENT REPORTING

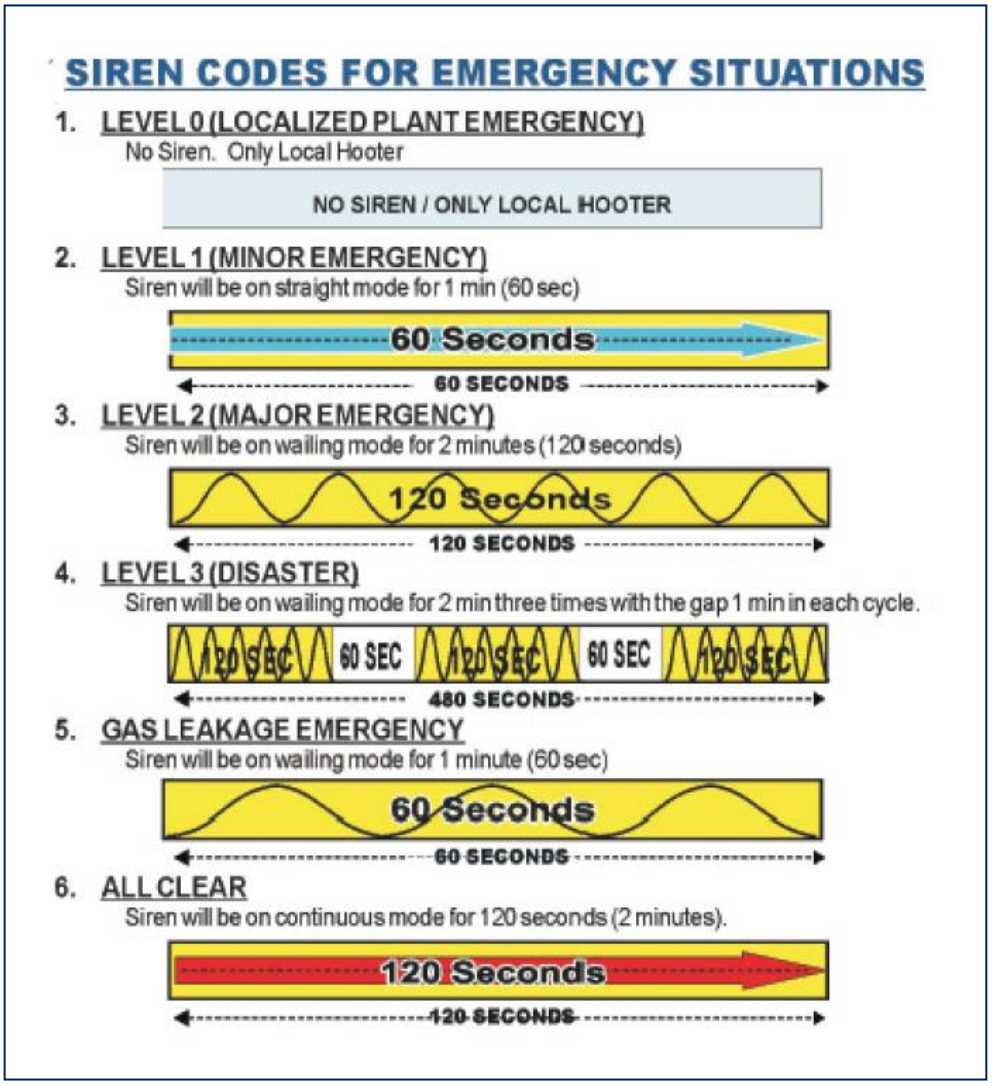
### 8.1 EMERGENCY RESPONSE

8.1.1 Contractor shall ensure that contractor employees clearly understand their responsibility for an appropriate emergency response as per the BPCL Emergency Response & Disaster Management Plan through awareness / refresher training and Safety Talks.

8.1.2 In the event of a major fire/ evacuation, contractor shall move contractor's employees away from the vicinity of the fire and out of the way of firefighting activities in an orderly manner.

### 8.2 EMERGENCY SIRENS

There are various sirens to indicate emergency situation in the refinery, as tabulated below. Proceed upwind, or crosswind if gas release is upwind of your location, as indicated by wind socks/steam plumes. Proceed to the appropriate emergency assembly area by the evacuation route as indicated/ communicated.



### 8.3 Incidents Reporting:

8.3.1 All incidents, property damage and near miss cases pertaining to contractor activities shall be reported by Contractor to the engineer in charge and Fire & Safety department.

8.3.2 Contractor employee, in case of any injury shall report to the plant personnel and if nobody is available, should rush to the Occupational Health Centre for the treatment. If further treatment is required outside company, contractor will arrange for the further treatment. In case of lost time injury or fatality, contractor is responsible for the treatment and compensation of the affected workmen. The contractor will not only give information during the investigation of the Incident to the investigation team but also arrange the witness of the same.

## 9.0 Responsibilities:

### 9.1 Responsibilities of Contractor:

9.1.1 To ensure that all tools and equipment used by his working crews are maintained in good working condition and have been tested by the competent authority.

9.1.2 Contractor is required to make safety documents and records available to BPCL Representative upon request. These include, but are not limited to work procedures, training records, performance records, environmental records, licenses, permits, registrations and compliance plans.

9.1.3 To employ adequately qualified, trained, skilled and experienced persons for specified activities.

9.1.4 To appoint adequate number of supervisors, who will be responsible for implementing their HSE program.

9.1.5 To take immediate action to correct any violation of safety rules observed or reported.

9.1.6 To ensure that appropriate warning signboards or tags are displayed on site.

9.1.7 To comply with safety norms lay down from time to time as per requirement of job.

9.1.8 To keep a constant liaison with Engg-in-charge /BPCL representative on safety issues.

9.1.9 Photography is prohibited in all BPCL controlled areas unless authorized. Contractor shall not take photographs without approval of the BPCL representative. Contractor shall obtain permission from BPCL representative. Appropriate Work Permit shall be obtained.

9.1.10 To ensure that his personnel are provided with mandatory personal protective equipment. Also, contractor should ensure that job specific personal protective equipment is available to his personnel.

9.1.11 The contractor has to give an undertaking before start of contract on HSE related aspects as per annexure IV.

### 9.2 Responsibilities of Contractor Supervisor / Site In-charge of Contractor:

9.2.1 Contractor supervisor is the key person to comply with the HSE standards at work site. He is responsible for overall coordination of the HSE procedures prescribed herein:

i. To facilitate AE/SIC, Fire & safety representative or any other person from BPCL to carry out safety inspections of his site.

ii. To comply with recommendations given by concerned BPCL Officer. All Contractor's Safety Personnel, including designated Safety Representatives, should make daily inspection of the work area. The inspection should be routine, planned, and designed to include communications with specific people in the work place, and not just a visual site visit.

iii. To get information from the concerned BPCL personnel on hazards associated with a particular job and to ensure that necessary precautions are taken during the execution of that job accordingly.

iv. Contractor's job supervisors also should make daily inspection of their work areas for the specific purpose of correcting unsafe acts or hazardous conditions.

v. To take action in consultation with concerned BPCL personnel to rectify the unsafe conditions at work site prior to start of the work.

vi. When work is in restricted area, to select personnel adaptable to the work at hand and will ensure that all safety requirements are being adhered to.

vii. To ensure the use of mandatory PPEs by working crew under his control.

viii. To review the work area for unsafe practices and conditions and initiate corrective actions as required.

ix. To maintain a constant awareness of fire hazards in their area of work responsibility and to take action to eliminate the fire hazards if possible. Matters beyond his ability to handle shall be reported to the concerned engineer in charge.

x. To know the plant emergency procedures. This will broaden the leadership base, which may be required to scope up with serious incidents, personal injuries, fires or evacuation.

xi. To provide all relevant information to incident investigation team for any incident resulting in personal injury, property/ environmental damage.

## 10.0 HEALTH, SAFETY AND ENVIRONMENTAL PROGRAM

Besides meeting BPCL and other regulatory safety provisions, contractors must have a written safety Program and shall be approved by Fire & Safety department. The actual program that shall be developed will depend on variables such as size of the firm, size of the project, nature of activities and the location & number of contract employees.
The Contractor Management shall commit resources and all necessary support to ensure the program is implemented to the satisfaction of the BPCL. Contractor shall ensure adherence to all laws, rules, regulation, and notification of various government departments pertaining to health, safety and environment.

## 10.1 SITE SAFETY ORGANIZATION AND RESPONSIBILITIES

**10.1.1** The contractor's safety program should establish responsibilities for managers, engineers, supervisors, safety representatives, and the employees.

**10.1.2** The contractor's safety program should also include site safety organization with respect to the overall site organogram. The contractor's employee in-charge of safety should be among the top in the organogram and should have authority over other activities. There should be at least one dedicated, qualified and experienced contractor's safety Engineer or Supervisor exclusively responsible for safety implementation / co-ordination. He shall be free from any other responsibility and no compensation will be made by the BPCL for the deputation of contractor's safety staff. The details of the safety officer/supervisor shall be submitted to BPCL F&S dept. in a format given in **annexure V**. Depending upon the nature and size of the job, minimum strength of the contractor's safety personnel shall be as indicated in the table below.

| Employee Strength (including sub-contractor) | Minimum Strength of Safety Staff |
|---|---|
| Max. No. of employees 30 | One discipline (Engr./ Supvr.) with safety experience can function on part time basis |
| No. of employees: 30 – 100 | One Safety Supervisor on full time responsibility |
| No. of employees: 101 – 250 | One Safety Engineer on full time responsibility + One Safety Supervisor on full time responsibility |
| No. of employees: 251 – 500 | Two Safety Engineer on full time responsibility + Two Safety Supervisor on full time responsibility |
| No. of employees: > 500 | One Safety Engineer + One Safety Supervisor (for each 250 employees) on full time responsibility |

**10.1.3** The number of employees mentioned above represents the maximum number of contractor employees estimated to be engaged at the site on any day by the contractor and their subcontractor. In case of block shutdown or turnaround when the contractor is required to bring in additional manpower, the number of contractor safety personnel shall be increased as per above table.

**10.1.4** Contractor's safety personnel shall possess the requisite qualification and experience as given below:

### 10.2 Safety Engineer

Shall be a graduate engineer (Mechanical / Chemical / Electrical/ Civil/ IP/ CTM/ Safety) having a minimum of Two (2) years working experience in the field of Safety. He should possess a recognized degree or diploma in industrial safety. He must be able to speak, read and write English very well.

## 10.3 Safety Supervisor

10.3.1 He shall be a diploma holder in engineering or science graduate having five (5) years' experience in handling construction or maintenance projects in process Plant. He should possess a recognized degree or diploma in industrial safety. He must be able to speak, read and write English well.

10.3.2 Curriculum Vitae of contractor's safety personnel along with copies of all certificates shall be submitted for BPCL's review and approval before posting at BPCL site. The BPCL reserves the right to evaluate the candidate based on review of CV and verification of original certificates and/or personal interview.

## 10.4 SAFETY ORIENTATION

10.4.1 New contractor's key personnel (i.e. supervisors, engineers and managers) along with the workforce shall receive safety induction training from BPCL F&S department, as per applicable safety training procedure. In turn, these trained Contractor's key personnel shall conduct orientation to their respective employees prior to job site mobilization / beginning work in form of tool box talks on regular basis and generate record for the same. Such orientation should include provisions of the written safety program and procedures applicable to the contractor's scope of work, and also should include the following:

i. Clarification of the HSE responsibilities for contractor, subcontractor, employee and all construction/project site personnel.

ii. Clarification of HSE expectations of the contractor employees.

iii. HSE rules& regulations within BPCL.

iv. The procedure / responsibilities on Incident reporting for personal injuries, occupational illnesses, fire incidents, property damage incidents, environmental incidents, traffic incidents and near-miss incidents.

v. Toolbox meeting schedule, agenda and attendance mandatory requirement.

vi. The mandatory use of personal protective equipment on various specific activities

vii. Prompt reporting of unsafe acts or conditions.

viii. Overview of BPCL's emergency response plans and the contractor employees action in case of an emergency/drill

ix. Waste Handling and Disposal.

## 10.5 CONTRACTOR'S HSE MEETINGS AND TRAINING

Contractor site in charge along with the safety officer/ supervisor shall attend monthly HSE meeting conducted on every second Tuesday of the month by BPCL. The meeting agenda should include HSE records and activities, statistics, incidents, personal protective equipment and other employees' concern on HSE at work. Minutes of meeting shall be prepared by F&S dept. and circulated to top management and participants. The format of the monthly report is given in **annexure VI.**

## 10.6 SAFETY COMMUNICATION AND COORDINATION

For all practical purposes, it should be the responsibility of the contractor to have all its employees & sub-contractors etc. informed and involved in various safety communication and coordination activities.

## 10.7 RECORDKEEPING AND DOCUMENTATION

10.7.1 Records are required to support activities of contractor safety programs for both control and audit purposes. Records that shall be maintained and retained within the contract duration at the job site should include the following:

i. Log of all injury cases reported and treated, showing date, name of injured, job nature of injury and type of treatment given.

ii. All incident investigation report (i.e. injury, illness, traffic, property damage, environmental incident and as well as Near Miss Incidents).

iii. Safety meetings or toolbox meeting records or minutes showing date of meeting, who attended, the subjects discussed and who conducted the meeting.

iv. Job site inspection / audit reports and status of the action plans.

v. Records to show dates, name of participants and subject of training programs.

vi. Lifting Tackles and crane or equipment inspection records, 3rd party certificate.

vii. PPE's stock & distribution records shall be maintained

## 11.0 SAFETY REPORTS & RECORD REQUIREMENTS.

The Contractor shall prepare and submit the monthly safety reports in prescribe format given as Annexure II (through BPCL representative) to Fire & Safety department within the first five working days of the month.

## 12.0 COMPLIANCE WITH STATUTORY REQUIREMENT

Consultants, contractors/ sub-contractors or other third parties working in the field shall abide by:

i. The safety procedures for working in areas of the work as defined in scope of work.
ii. All requirements under The Factories Act 1948 and the rules framed there-under in the M P Factories Rules& Gujarat Factory Rules, as applicable.
iii. Applicable Environment Regulations in force and also the systems and procedures in M.P/Gujarat state of work.
iv. Contractor shall follow complete HSE (Health, Safety and Environmental Policy) guidelines of BPCL.

## 13.0 SAFETY INFRINGEMENT AND PENALTY SCHEME

All contractors/ sub-contractors and their employees working in BPCL premises shall comply with the BPCL safety procedures, guidelines and safe work practices. Violation of these BPCL procedures / guidelines / safe work practices shall be dealt according to penalty system as follows:

**13.1 PENALTY STAGES**

| VIOLATION | FIRST | SECOND | THIRD | FOURTH |
|---|---|---|---|---|
| **MINOR** | **Caution Notice** | **Penalty Rs. 500/-** | **Penalty Rs. 1000/- *** | **Multiplied** |
| **MAJOR** | **Penalty Rs. 1000/-*** | **Penalty Rs. 2000/- *** | **Penalty Rs. 5000/- *** | **Multiplied** |

* The BPCL reserves the right to impose more severe penalty, i.e. suspend/terminate the employee, his supervisor or the site manager.
Note: - The penalties may be revised from time to time by BPCL management.

BPCL employee is authorized to charge the infringement note to contractor for any violation observed at site in prescribe format ( Annexure- II) with the copy to safety dept. In case of any disagreement, BPCL SAFETY representative shall be the final authority to decide whether an infringement is minor or major for violations which are not listed in the penalty system. Fire & Safety Department is authorized to issue infringement report to the BPCL representative. The format of the penalty is as per **annexure VII**. The Engineer in Charge of the Contract shall take necessary action and provide feedback to Fire & Safety Department with copy of receipt from bank.

**13.2 Minor Violation** (Examples but not limited to)

i. Not wearing personal protective equipment (PPE) at work site.

ii. Minor traffic violation (wrong parking)

iii. Blocking of emergency equipment or exits.

iv. Using unapproved scaffolding.

v. Not keeping proper housekeeping

vi. Not providing shoring for the excavations.

vii. Over speeding

**13.3 Major Violation** (Examples but not limited to)

i. Smoking, carrying matches or lighter.

ii. Working without valid work permit.

iii. Non-compliance to work permits condition.

iv. Repeating minor violations more than twice.

v. Major traffic violation.

vi. Found guilty of negligent driving resulting in a vehicle incident.

## Annexure II

# VEHICLE / EQUIPMENT SAFETY CHECKLIST

| | | | |
|---|---|---|---|
| **Vehicle/Equipment type : _____ Vehicle Reg./Serial No.:_____**<br>**☐ BPCL ☐ Contractor Company Name: _____ Re-validation: Six Month** | | | **Date** _____ |
| **Sr. No** | **ITEM** | **REQUIREMENT** | **Y / N / NA** |
| 1. | Fire Extinguisher | Approved type and size, properly mounted, easily retrievable | |
| 2. | Exhaust System | Should not leak | |
| 3. | Spark Arrestor | Fitted with approved spark arrestor | |
| 4. | All Lights | Operable and covered with standard lens (includes reverse, brake, hazard lamps & turn indicators), not cracked or broken | |
| 5. | Reverse Beeper/ Horn | Available in vehicles where driver cannot see the rear, horn loud enough, activated by gear lever | |
| 6. | Seat Belt | Seat Belt with seat belt assembly in proper working condition | |
| 7. | Tyres | Good condition | |
| 8. | Battery | Secured by clamp, terminals covered | |
| 9. | Fuel/Hydraulic System | Good condition and not leaking | |
| 10. | Engine/Rotating part guards | Guards in place where applicable | |
| 11. | Wind Shield | Good condition having proper visibility, no cracks | |
| | | Wipers/Washers | |
| 12. | Brakes/Parking Brake | Foot Brake Operable and efficient | |
| | | Hand Brake Operable and efficient | |
| 13. | Rear View Mirrors | Both Side / Rear View in driver cab available and adjustable, no cracks | |
| 14. | Body/canopy/booms | Good condition | |
| 15. | First Aid Kit | Available & maintained | |
| **Additional Checks For Cranes** | | | |
| 16. | Safe Load Indicator | Working condition & tripping system not bypassed. | |
| | | Anti-two Block Alarm/Cut - out | |
| | | Load Indicator | |
| | | Over Hoist Alarm | |
| | | Over Boom Cut – Out/Alarm | |
| 17. | Limit Switches | For crawler & hydraulic cranes | |
| 18. | Glass enclosure for Forklift | Good condition having proper visibility, no cracks | |
| 19. | ELCB Available | Applicable for welding machine or powered devices above 24V | |
| 20. | Third Party Certificate | Valid certificate from approved third party for lifting appliances, PSV of equipment. & tank/vessel/cylinders of tankers | |

| | | | |
|---|---|---|---|
| 21. | Safety latches | Available in hooks & in good condition. | |
| | | Wire Ropes Condition/anchorages | |
| | | Hook with Latch in good condition | |
| 22. | Slings | Slings with load test and marking. | |
| | Operator | Operator's certificate of competency | |
| | Operator/Helper: Identity | Availability of Yellow Colour Jackets | |

Driver's Name & Sign: Validity up to:

Checked by Safety Steward
(Name & Sign with seal)

Approved by: F&S Officer; BPCL

Fire & safety department is responsible for the safety clearance at the time of inspection. Responsibility of the vehicle before & after the inspection lies with the user department/Engineer in charge.

F/003/SFT/003 Rev No: 02 Format Rev Date:25.09.2017

# Contractor's Safety Performance Checklist

**F/03/CPM/FSG/03**

| | | | | |
|---|---|---|---|---|
| **Date:** | | **Time: Hrs** | | |
| **Location / Area of audit :** | | | | |
| **Name of contractor company:** | | | | |
| **Name of auditees during audit:** | | | | |
| **Type of work involved:** | | | | |
| **Name of auditors:** | | | | |
| **Reporting department:** | | **Name of Engineer Incharge:** | | |
| **SN** | **Check Points** | **Max. Marks** | **Marks Obtained** | **Remarks** |
| **Compliance to Contractor Safety Guidelines** | | | | |
| 1 | Does the Contractor have adequate number of Supervisors for the jobs? | 2 | | |
| 2 | Are the Supervisors competent to ensure that the work force adhere to all applicable safety requirements? ( As per the scope of safety guidelines) | 4 | | |
| 3 | Is there any incident/Accident/LTI occurred, ( If 2 FAC - 0 , 1 FAC - half marked ) | 10 | | |
| 4 | Detail Report available, Remedial measure taken , Briefing about the incident done. | 4 | | |
| 5 | Does the contractor know the accident / incident including Nearmiss reporting system of BPCL? Interview any Two Persons ( supervisor & site incharge ). | 2 | | |
| 6 | Whether all the tools / equipment Including PPE used are meeting the standards of Contractor Safety Guidelines? ( any certification CE, ISI Marked ) | 3 | | |
| **Personal Protective Equipment** | | | | |
| 7 | Whether PPE are being used and in good condition? ( Available with Workers at field ) | 10 | | |
| | • Full sleeve (Cotton overall)/ Boiler Suit | | | |
| | • Safety Shoes | | | |
| | • Safety Helmet | | | |
| | • Safety Goggles | | | |
| | • Hang gloves while working | | | |
| | • Ear Plug/Muff in high noise area | | | |
| | • Any specific PPE such as safety harness, respiratory protectors / mask, welder's screen, gum boot etc. | | | |
| **Fire & Safety Protection System** | | | | |
| 8 | Does the workmen know about the nearest location of: | 10 | | |
| | • MCP (with full form) | | | |
| | • Fire extinguishers (Act to operate) | | | |
| | • Safety Shower, | | | |
| | • Assembly Point, Wind socks, Siren Codes | | | |
| | • First Aid Box, | | | |
| | • Wind sock cloth? | | | |
| **Compliance of Work Permit System** | | | | |
| 9 | Are contractor's personnel aware of the various types of permits for different kinds of jobs? | 5 | | |
| 10 | Are the specified conditions of the permit complied? | 5 | | |

| | | | | |
|---|---|---|---|---|
| **Chemical/ Material Safety** | | | | |
| 11 | Workplace maintained clean and orderly during / after the job? | 5 | | |
| 12 | Chemicals / materials handled properly? | 2 | | |
| **Healthiness of Tools & Tackles** | | | | |
| 13 | Is the following equipment used by the contractors maintained in good condition? ( check for the different legal requirement & BPCL requirement like list, internal inspection) | 8 | | |
| | • Tools , Tackles | | | |
| | • Electrical / Welding Generators/ Cutting Set with Flash back Arresters. | | | |
| | • Scaffolds | | | |
| | • Cranes | | | |
| **Maintaining Safety Records** | | | | |
| 14 | Whether the contractor workmen/supervisor familiar with safety sign, BPCL Area classification, etc.? | 4 | | |
| 15 | Whether workmen undergone Safety training and records kept? ( compulsory training all were attended seek record ) | 5 | | |
| 16 | All employee were taken basic fire & safety induction ( record & interview any two persons) | 5 | | |
| 17 | Whether toolbox talk conducted regularly and records kept properly? Record checked | 4 | | |
| 18 | Asked the information from any of worker about tool box talk subject | 2 | | |
| 19 | Does the contractor attend safety committee meetings regularly? | 2 | | |
| **Familiarization with Emergency Actions** | | | | |
| 20 | Does the contractor personnel know about the hazard associated with their job/ chemicals / material handled and precautions to be taken? ( Brief discussion at field ) | 3 | | |
| 21 | Are the contractor's personnel familiar with emergency actions? | 5 | | |
| | • Emergency telephone numbers | | | |
| | • What to do in case of fire? | | | |
| | • What to do in case of toxic release? | | | |
| **Housekeeping & Safety Promotional Activities** | | | | |
| 22 | Site condition & equipment preparation & housekeeping. | 10 | | |
| 23 | Safety promotion activities | 10 | | |
| **Process Safety Management** | | | | |
| 24 | Does the PSM Awareness among workers, PSM Poster/Beacon Displayed at site? | 10 | | |
| 25 | Does the Contractor have a safety policy as per PSM Contractor Safety Management / OISD-207? | 10 | | |
| 26 | Is Safety Statistics of Last 3 years Total Injury Frequency Rate (LWC+MTC) record maintained by contractor as per prequalification questionnaire of PSM Contractor Safety Management work process. **Calculation =[ (No. of Injury cases)x(200,000)hrs/(Total hrs worked)]** | 10 | | |
| | **Total** | 150 | | |
| | **Overall Rating** | | | |

Ref. of Rating: **0-50%**- Below Avg,**51-60%** - Average, **60-75%** - Satisfactory, **76-85%** - Good, **86-95%** -V Good,**96-100%** - Excellent

Name & Signature Auditor(BPCL) Auditee (Contractor/Owner)

## Annexure IV

**UNDERTAKING**

We, M/s _____ have been awarded contract work order no. _____ dtd. __.__._____ by M/s Bharat Petroleum Refineries Ltd. We hereby undertake as follows:

1. That we have understood the details of the work to be executed with reference to the aforesaid work order and the requirements of manpower, equipment, tools/tackles, safety equipment and other resources necessary to execute the work thereof.
2. That we have got competent supervisors and workers with required qualification, relevant experience / skills and trained for safe execution of the work. Our supervisors are well aware of the work hazards and have got adequate knowledge and familiarity about the safe work practices / safe work methods, necessary safety measures and precautions to be taken to avoid accidents during execution of the work.
3. That we have read and understood the General and Special Conditions of the contract work order under reference and agree to abide by the same.
4. That we have familiarized ourselves with the working conditions, understood all necessary requirements for safe execution of the work, including HSE policy and procedures of BPCL and obtained all clarifications regarding the job.
5. That we undertake to ensure and strictly comply with safety procedures and safe practices / methods relevant to the work for safety of our employees and property of the company BPCL and provide required personal protective equipment to all our employees, as necessary for safety & to prevent probable injuries to our workers and as per the safety requirements of the Company (BPCL). We further undertake to carry out the work in accordance with the HSE policy and procedures of BPCL
6. That we shall also comply with all applicable regulations with respect to environmental protection.
7. That we undertake to deploy competent and trained personnel for the job identified who will possess requisite skill, certificate / license.
8. That we shall ensure use of right type of tools, tackles & equipment, maintained in good working condition, suitable to the nature of the job under execution.
9. That we shall be responsible for safety of our employees and other persons at site / property of the company and accountable for any accident due to negligence / fault of our employees or our company and shall be ready to accept the responsibilities for any legal consequences.

**Signed, Sealed & Delivered by –**

(Signature of the proprietor of the Company / Authorized person)

Name :

Date :

Name of Company :

Company Seal :

Witnesses:

1. Signature : _____
   Name : _____
   Date : _____
   Address : _____
   _____

2. Signature : _____
   Name : _____
   Date : _____
   Address : _____
   _____

## Annexure V

**Safety Engineer / Supervisor appointment**

**Contractor's Name: - .....**
**Nos. of Work force at site:-.....**
**Details of Safety officer / Supervisor**
**Full Name: - .....**
**Date of Birth: - .....Designation: - .....**
**Contact No :- ..... Email ID: - .....**
**Appointment date: - .....**
**Educational Qualification: -**
**1).....**
**2).....**
**3).....**
**Professional Experience (In Chronological Order)**

| S.N. | Name of Organization | Period of Service | | Designation | Area of Responsibility |
|---|---|---|---|---|---|
| | | From | To | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Stamp and Signature of Contractor's Owner / Site Incharge**
**Date:-_____**

**Annexure VI:** **F/03/CPM/FSG/04**

## Contractor's Monthly Safety Performance Report

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY**
**CONTRACTOR'S MONTHLY SAFETY PERFORMANCE REPORT**

| | |
|---|---|
| REPORT FOR THE MONTH | |
| CONTRACT NO | |
| CONTRACTOR NAME | |
| CONTRACT TITLE | |
| CONTROLLING DEPT./TEAM | |

SITE INCHARGE
NAME - Mr. SIGNATURE
THROUGH - ENGINEER INCHARGE
NAME - SIGNATURE
TO, FIRE & SAFETY DEPT
NAME - Mr. SIGNATURE

Following data to be furnish

| Sr./No. | DESCRIPTION | THIS MONTH | YEARLY FY (22-23) | CUMMULATIVE | REMARK |
|---|---|---|---|---|---|
| | **ManHours worked** | | | | |
| | **Average No. of Employees Monthly** | | | | |
| | **No of Employees** | | | | |
| | **Leading Indicators** | | | | |
| 1 | Near-Miss (NM) Reporting | | | | |
| 2 | Toolbox Talk Meeting (No.) | | | | |
| 3 | Safety Awareness Training conducted (No.) | | | | |
| 4 | BOSOP (No.) | | | | |
| 5 | Safety Suggestion (No.) | | | | |
| 6 | Safety Audits | | | | |
| 7 | Fire & Safety Training (No. of Employee) | | | | |
| 8 | Safety Promotion Activities | | | | |
| 9 | Unsafe Act Reporting | | | | |
| 10 | Unsafe Condition Reporting | | | | |
| | **Lagging Indicators** | | | | |
| 1 | First Aid cases (FAC) | | | | |
| 2 | Medical Treatment cases (MTC) | | | | |
| 3 | Restricted work Cases (RWC) | | | | |
| 4 | Lost Time Injury (LTI) | | | | |
| 5 | Lost Work - Days | | | | |
| 6 | Accident/Incident | | | | |
| 7 | Dangerous Occurrences (DO) | | | | |
| 8 | Fatality | | | | |
| 9 | Violation | | | | |

**What is Safety Activity Rate (SAR) -**

The safety activity rate is the overall safety promotional & awareness activity which including safety training & safety inspection conducted in a year with respect to total employees present & man hours worked in a month.

$$SAR = \frac{\text{Total No. of Safety Activities - Lagging Indicators (Excluding LTI)} \times 5 \times 10}{\text{Man Hours Worked} \times \text{No. of employees Present in a Month} \times 30} \times 6 = \text{SAR Benchmark}$$

| Safety Activities Rate (SAR) % = | A | B | SAR % |
|---|---|---|---|
| | | | |

**Note : (1) Lagging Indicator includes Violation Notifications/Penalty Note/Warning/FAC/MTC/RWC/Lost Work -Days / Accident/Incident/DO.**
**(2) In case of any LTI the Safety Performance (SAR) of the company will be considered is zero.**

Detail of Accidents/ Near miss/ Dangerous Occurrence

| Date &time | Emp Name, ID,& Desig. | Brief Description | Recommendation |
|---|---|---|---|
| | | | |

Detail of ToolBox Talk & Training

| Date &Time | No of participants | Topic |
|---|---|---|
| | | |

Detail of safety Audits (copy of Report should be attached with report)

| Date &Time | Audit done by | | Auditee |
|---|---|---|---|
| | | | |

Detail of Safety Violations by contractors (Report attached if any)

| Date &Time | Breif Description of violation | Action taken / Remark |
|---|---|---|
| | | |

## Annexure VII

**F/03/CPM/FSG/05**

Bharat Petroleum
energising lives

# NOTIFICATION FOR CONTRACTORS SAFETY VIOLATIONS

From : Date : .....

To : Engineer in Charge, BPCL

Given below are violation detail of Safety Regulation / Site Instructions committed by a contractor working for your division.

Name of contractor's Employee / Workmen :
Emp. No. :

Contractor's Name/Agency EIC Name

Location of Violation : PO No.:

Date : Time :

Details of Violation : .....

.....

Immediate action taken : .....

.....

This Violation is : ☐ Minor ☐ Major

Action recommended : ☐ Written warning ☐ Penalty Rs. _____

☐ Suspension ☐ Dismissal ☐ Other _____

BPCL shall have right to recover increased amount of penalty from the contractor as per BPCL's sole discretion based on gravity of violation. In addition the contractor shall suspende/terminate his concerned employee, supervisor or the site manager etc. as the case may be due to said violations.

**Sign of Person/Supervisor Violation Safety Norms**

**Name & Sign of Safety Officer/EIC**

CC,
Head, Fire & Safety Department, BPCL

**Annexure – I**

**Colour Code Matrix for Service Provider's Boiler Suits working at Bina Refinery**

| Sr. No. | Category / Service | Boiler Suit Colour | Sample / Picture |
|---|---|---|---|
| 1 | BR Employees | Royal Blue Colour | |
| 2 | Fire Fighting Services | Red Colour | |
| 3 | Mechanical Services / Tank M&I Services | Coffee Colour | |
| 4 | Electrical Services | Orange Colour | |
| 5 | Instrumentation Services | Olive Green Colour | |

| | | | |
|---|---|---|---|
| 6 | Operation Services (BDT/Offsite/ Refinery) | Navy Blue Colour | |
| 7 | Power Plant | Khaki Colour | |
| 8 | Utility / Canteen / Civil Services | Grey Colour | |
| 9 | Grass cutting / Housekeeping services / Gardening / Green belt Services | Green Colour | |
| 10 | Project Services | Dark Blue Colour | |

Note: -

1. For other services which are not mentioned above, respective Engineer In-charges shall ensure different colour boiler suits than above colours for contractors.
2. Company Logo, Safety message and design of boiler suits is as per individual service provider's company policy.

## LABOUR COMPLIANCE

1. On the award of a contract, the contractor shall contact BPCL HR department to understand the requirements for onward process/ procedure for BPCL HR related activities and submit details/ contact number(s)/ email id(s) of their point of contact and authorization letter (for signing any BPCL HR related compliance document) of the person named so.

2. The scope of obligations of the contractors underlined also includes those of its subcontractor(s) and the contractor shall have the sole ownership and accountability for the same.

3. **Adherence to Statutes, Regulations, Schemes, Rules, BPCL's rules and procedures**: The contractor shall undertake to ensure due and complete compliance with respect to all Statutes, Regulations, Schemes, Rules, BPCL's rules and procedures etc. (which may be amended from time to time) whether of Central Govt. or State Govt. or any other competent authority applicable to the contractor and or employees employed or whose services are otherwise availed of by contractor or sub-contractor appointed by such contractor. Such laws shall also include Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act,1970, Employees State Insurance Act, 1948. Employees' Compensation Act, 1923, Payment of Gratuity Act, 1972, Provident Fund & Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Apprentices Act,1961 and all other applicable Act, laws, rules, regulations and orders as may be in force from time to time. The Contractor must ensure strict compliance with respect to all applicable Acts.

4. The Gate Passes for contractors' employees are processed through Contract Man Management System (CMMS) online portal. The contractor shall fill in details pertinent to the LOI/ LOA/ PO, Labour license (if applicable), accidental insurance (Employees State Insurance Act, 1948/ Employees Compensation Act, 1923 policy details) and personal details of contractors' employees in CMMS through its login credential. The contractor shall contact BPCL HR department to understand the requirements and process.

5. Documents related to the contractor's employees to be submitted to BPCL and or uploaded in CMMS:
   5.1. Character certificate (Police verification)
   5.2. Medical fitness certificate
   5.3. Insurance policy (Pehchan Card under ESIC/EC policy/Group Personal Accident (GPA) as applicable)
   5.4. Photo Id (preferably Aadhar)
   5.5. Education/ Experience certificate (as required)
   5.6. Bank account, mobile number and UAN details; if not available, after the first month of the running of the contract
   5.7. Any additional requirement will be communicated and shall be required to be complied

6. For Bina location, medical examination of the employees is to be done mandatorily at BPCL (VK BR) hospital, located in BPCL Township, Bina as per the applicable charges. The gate pass is issued only those who are declared medically fit. Medical fitness of employees

involved in the high-risk jobs like confined space entry, inert space entry, work at height etc. is reassessed for specific requirements (on form-32) at Occupational Health Centre.

7. BPCL has the sole proprietorship of the Gate Passes issued to the contractors' employees and the contractor is obligated to return all the gate passes issued to the contractor. In case of non-submission of the Gate passes / lost Gate passes / damaged Gate passes suitable amount per gate pass will be deducted by BPCL. Also, the case of non-submission of the Gate passes / lost Gate passes shall require the contractor to lodge complaint at the local Police Thana and submit a copy of the same to BPCL Security.

8. **Confirmation to BPCL HR department of Compliance under various Act applicable:** It shall be the responsibility of the Contractor to confirm to BPCL HR of conformance to statutory compliances under various Acts applicable and submit the required documents to BPCL HR in CMMS through its log in credentials, on monthly basis. The contractor is required to contact BPCL HR department to understand the requirements and process.

   8.1. Contractor shall ensure timely payment to employees, remittance of PF & Pension & ESIC contributions and maintain statutory documents & registers under various applicable Acts.
   8.2. The checklist of the documents and formats etc. to be maintained and submitted to BPCL can be obtained from the BPCL HR department after the award of contract.
   8.3. On submission of the aforementioned documents, BPCL HR will inspect and issue 'HR Clearance Certificate'. Clearance of invoices shall be subject to completion of all labour compliances and getting HR Clearance Certificate from BPCL HR.

9. **Inspections/ Audits:** The contractor shall maintain and keep a copy of statutory documents at site and shall present itself at the designated time and venue with the required documents as when demanded by the BPCL and or any statutory authorities.

# Quality, Energy, Environment, Health & Safety

# Work Permit Procedure

Common Procedure Manual

**(ISO 9001: 2015, ISO50001:2018, ISO 14001:2015, &ISO45001:2018)**

*(Fire & Safety)*

**(CPM/03 /WPS/02)**

| | Prepared By: | Reviewed & Issued By: | Approved By: |
|---|---|---|---|
| Name | Veera Prasad Mukka | Sanjay B Kamdi | S Chatterjee |
| Designation | Mgr. (F & S) | CM (F & S) | GM (F, S & E) |
| Signature | | | |
| Date | 18/11/2022 | 18/11/2022 | 18/11/2022 |

*The Manual is a property of BPCL. This is a controlled document and any unauthorized alterations and copies must not be made. Alterations are permitted only with the prior permission of Approval Authority.*

Bharat Petroleum

## Quality, Environmental, Occupational Health and Safety (QEHS) Policy

We at Bharat Petroleum Corporation Limited, Bina Refinery (BPCL-BR) are committed to achieve Customer satisfaction by providing Quality products & services while demonstrating continual improvement in our QEHS performance to meet our stakeholder's expectations. Prevention of harm to human beings, environment and property are intrinsic to our Business philosophy.

To achieve the above objectives, we shall:

- **Proactively** anticipate & assess risks and opportunities, address them through short and long-term objectives and implement mitigation plans.
- **Inculcate** process-based thinking as a core responsibility in all functions to enhance individual ownership, accountability and performance.
- **Comply** with all applicable legislation and other requirements.
- **Focus** on protection of the environment, waste reduction and prevention of injuries and ill-health.
- **Emphasize** on QEHS aspects, technology upgradations, asset integrity, process improvements & cost reduction at planning & operational levels.
- **Ensure** effective Management of Energy and other Resources.
- **Institutionalize** EHS hazard & risk assessment methodologies, safe work practices & behaviors by benchmarking with international practices.
- **Develop** an effective response plan for quick implementation for foreseeable potential emergency situations.
- **Strengthen** awareness, skills, competence of our employees & business associates to continually improve performance standards through consultation and participation.
- **Periodically** review the suitability, adequacy and effectiveness of our Integrated Management Systems.

We shall communicate this Policy to all employees and service providers working in the organization and make it available to the public and other interested parties.

**Date : 01st July 2023**
**Place : Bina**

**Chacko M Jose**
**Executive Director - BR**

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

Bharat Petroleum

# Energy Policy

We at Bharat Petroleum Corporation Limited, Bina Refinery (BPCL-BR) are committed to continual improvement in Energy performance and Energy Management System, which shall be demonstrated by:

- **Proactively** anticipate & assess risks and opportunities, address them through short and long-term objectives and implement mitigation plans.
- **Ensuring** effective Management of Energy, Information and Resources to achieve Objectives & Targets and Complying with all applicable legislation and other requirements.
- **Strengthening** purchase of energy efficient products & services by utilizing latest technology to improve our energy performance.
- **Monitoring** & Controlling energy consumption through well-structured reviews.
- **Attaining** participative culture of energy conservation by creating awareness through training.

**Date : 1st July 2023**

**Place : Bina**

**Chacko M Jose**

**Executive Director - BR**

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

1. Distribution of this Manual shall be controlled by CM (F&S).

**DISTRIBUTION LIST**

The controlled copies of this manual are distributed as per the list given below:

| Sr. No. | Copy No. | Controlled copy holder |
|---|---|---|
| 01 | -- | Master Copy CM (F&S) |
| 02 | 01 | Server Copy |

2. The Master copy of this manual shall be maintained by CM (F&S).

3. Controlled copy of manual shall be issued as per approved distribution list, which shall be revised under authority of HOD. as and when required. Manual can also be issued to other official with due approval of HOD.

4. In case of Holder department ceases to exit, the controlled copy shall be returned to CM (F&S) by the holder.

5. If there are total no of 20 revisions in the entire manual or any major change in process, the manual will be re-issued from 1, 2, 3 ……. After re-issue the revision number of all the Chapters of the Manual will turn to be 00.

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

| Sr. No. | DOC. NO. | ISSUE /REV. NO. | DATE | DETAILS OF AMMENDMENTS | REMARK |
|---|---|---|---|---|---|
| 1 | CPM/03/WPS/02 | 02/00 | 10/04/2018 | Entire Manual Revised as Per ISO9001:2015,ISO14001:2015,ISO50001:2011 and ISO45001:2018 | |
| 2 | CPM/03/WPS/02 | 02/01 | 01.07/2019 | NEW QEHS and Energy policy updated | |
| 3 | CPM/03/WPS/02 | 02/01 | 01/07/2019 | Entire Manual Revised as per ISO50001:2018 | |
| 4 | CPM/03/WPS/02 | 02/02 | 30/07/2020 | Changes in Manual related to RA, e-RA, IT-Failure. | |
| 5 | CPM/03/WPS/02 | 03/00 | 15.11.2022 | Organizational Change-Merger of BORL to BPCL | |
| 6 | CPM/03/WPS/02 | 03/00 | 03.07.2023 | NEW QEHS and Energy policy updated | |
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| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

| | | |
|---|---|---|
| BARC | - | Bhabha Atomic Research Centre |
| CWP | - | Cold Work Permit |
| COT | - | Crude Oil Terminal |
| CPP | - | Captive Power Plant |
| HOD | - | Head of Department |
| F & S | - | Fire & Safety |
| FZS | - | Fire Zone Signatory |
| GSI | - | Gas Safety Inspector |
| H2S | - | Hydrogen Sulphide |
| CO | - | Carbon Monoxide |
| HVAC | - | Heating, Venting, Air Conditioning |
| HWP | - | Hot Work Permit |
| RA | - | Risk Assessment |
| MCR | - | Main Control Room |
| OISD | - | Oil Industry Safety Directorate |
| PPE | - | Personal Protective Equipment |
| RSO | - | Radiological Safety Officer |
| ELCB | - | Earth Leakage Circuit Breaker |
| CBD | - | Closed Blow Down |
| IDLH | - | Immediate Danger to Life and Health |
| SCBA | - | Self Contained Breathing Apparatus |
| SOP | - | Standard Operating Procedure |
| AE / JE | - | Associative Executive /Junior Executive |
| E | - | Executive |
| CSE | - | Confined Space Entry ,VBPL - Vadinar Bina Pipe Line |

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| 2 | Purpose and General Requirements for work permit system |
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| | Prepared By | Reviewed & Issued By |
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| | |
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| | | |
|---|---|---|
| **1** | **PURPOSE:** | The purpose of this document is to provide uniform guidance for permitting all operational / maintenance / construction work and to identify precautions to be taken in order to ensure safety of personnel, avoid damage to environment and assets & comply with the statutory requirements. |
| **2** | **SCOPE OF APPLICATON:** | This procedure shall be applicable to below BPCL Facilities. These includes, but not limited to:<br>1. Bina Refinery Complex<br>2. Bina Dispatch Terminal (BDT)<br>3. Crude Oil Terminal (COT Vadinar)<br>4. Betwa Weir & Pump House |
| **3** | **CROSS REFERENCES:** | OHSAS 45001:2018- Clause No. 8.1 & OISD 105 |
| **4** | **PROCEDURE:** | |

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | CM (F&S) | GM (HSSE) |

# E- WORK PERMIT SYSTEM

## 1.0 Introduction`

The Work Permit System is an important tool for ensuring safety in hydrocarbon processing / handling industry. Work Permit System is a procedure to authorize non-routine work to be carried out in a controlled manner. The procedure explains the precautions to be taken to ensure the safety of personnel, installations and environment while performing the work.

The purpose of this document is to provide uniform guidance for permitting all operational / maintenance / construction work and to identify precautions to be taken in order to:

a. Ensure safety of personnel
b. Avoid damage to environment and assets
c. Comply with the statutory requirements

## 2.0 Purpose and General Requirements for Work Permit System

The procedure given under shall be followed uniformly at the entire **BPCL Bina Refinery Premises and COT Vadinar.**

### 2.1 Scope

This procedure shall be applicable to all BPCL Facilities. These includes, but not limited to:

a. Bina Refinery Complex
b. Bina Dispatch Terminal (BDT)
c. Crude Oil Terminal (COT Vadinar)
d. Betwa Weir & Pump House

### 2.2 Objectives

This procedure shall be followed with the following objectives:

a. Safety of the person overrides all the work place targets.
b. Adequate assessment of risks is carried out prior to commencement of the Critical jobs at site.
c. Roles and responsibilities of personnel undertaking the work are clearly defined and made aware of, to the concerned.

d. The jobs are undertaken in a safe manner after isolation of all hazards and proper preventive and control measures are in place before commencement of the work.
e. To establish a record of conditions accepted between the persons executing the job and the person who authorizes such execution.

### 2.3 Applicability

This procedure is applicable to all the works involving hot and cold works but not limited to the following activities:

a. Mechanical repair/welding.
b. Work on electrical distribution, generation and storage systems such as transformers, batteries, and switch yard in sub stations.
c. Work in closed tanks, vessels and working on or above false ceilings.
d. Hot tapping.
e. Use of x ray machines and radiography sources.
f. Any repair jobs within process unit and process equipment.
g. Non-routine chemical sampling/dosing.
h. Mechanical grass cutting in battery limits of process unit and dykes.
i. Use of non-flame proof gadgets in the hazardous areas.

### 2.4 Exemptions on use of WPS Procedure

Emphasis should be on removal of hazards first & then executing the job with proper observance of the Work Permit Procedure. In cases where hydrocarbons are continuously present such as Hazardous Zone 0 or 1, proper shut-down should be taken, hydrocarbons bleed off and only upon confirmation of no hydrocarbons through gas tests, the works shall be undertaken.

a. Routine welding / cutting and similar jobs carried out in the contractor yard and permit should be taken by the different departments like Projects and Mechanical Dept with one-week blanket limit. In central workshop A blanket permit with one month expiry shall be issued with defined scope of activities and each dept should take different permit for their jobs in workshop (viz Mechanical, Instrument, Electrical).
b. Routine activities not requiring work on equipment such as vibration monitoring, Visual stroke checking, use of tachometer, thermal sensing, noise monitoring, steam trap checking etc. However, these needs to be communicated verbally to the plant personnel prior to commencement and the equipment should be explosion proof as per Electrical area classification.

Routine sampling for the purpose of laboratory analysis. Routine chemical solution preparation. Note: Hazardous non - routine sampling will require a work permit. This activity shall be done after proper risk assessment.

c. BPCL Canteens for cooking, preparing tea/food etc.

d. Use of spark igniter for lighting up furnaces during start up in plant & other jobs for lighting lamp/ burner in central laboratory.

e. Watering/gardening work relating to horticulture. Grass cutting in open area other than dyke areas & battery limits of process units does not require work permit.

f. Manual sweeping of plant roads, control buildings, sub-stations, SRRs, workshops and other buildings. Vacuum cleaners and other gadgets requiring power supply should not be used for sweeping/cleaning of plant areas.

g. Any other activity / area declared as permit free by Factory Manager.

h. All Emergency Fire & Safety Fixed/Mobile/Potable System which were covered under SOP shall be exempted from Work permit system.

i. More number of permits in the area can be allowed after discussion with the Plant/Area incharge, based on the criticality and adequate resources will be mobilized for monitoring of the activities. The same will be recorded in the daily permit register.

## 3.0 Definitions

a. **Permission through system:** It is a type of clearance for doing radiography and excavation job in plant/ Refinery. An agency can take up work of radiography or excavation after taking clearance on it from different plant/ units in online system.

b. **Authorization:** Approved written document in prescribed format for specific terms & conditions required to supplement the work permits of non-routine nature and critical work. Authorization of work is to be issued by the GSI & FZS of respective Fire Zones.

c. **Routine Permit**: Type of Permit Required for low risk jobs.

d. **Non- Routine Permit**: Type of Permit Required for high risk/critical jobs.

e. **Cold work** -Activity which do not produce sufficient heat to ignite a flammable air - hydrocarbon mixture or a flammable substance and does not specifically pose an explicit or implicit hazardous condition of spark, hot surface or source of ignition.

f. **Hot work** -Any activity that can produce explicit or implicit or have potential to generate spark - sufficient heat / spark / source of ignition having sufficient

energy to cause ignition where the potential for flammable vapors, gases, or dust exists / capable of igniting flammable gases.

g. **Confined Space** -Area where deficiency of oxygen (<19.5 % v/v) or presence of toxic/flammable gases/fumes e.g. $H_2S$/ CO etc. is likely and / or the access is difficult during maintenance/ inspection work. This area has restricted / limited means of entrance / access and exit means and are not designed for continuous human occupancy / is not normally occupied by people and is usually not well ventilated. Examples - Vessels, columns, large pipe lines, storage tanks, spheres, bullets, coolers, flue ducts, HVAC ducts, false ceilings and floors. Entry on floating roof tank when the roof is 3 m. below the top, Excavation deep more than 1.2 m etc. shall also be considered as Confined Space.

h. **Electrical Isolation** - Means positive isolation of equipment connected to an electrical power system for the purpose of maintenance and installation.

i. **Excavation** - Means digging, road cutting, removing soil, chipping, grading and excavation work which involves excavation of ground regardless of the depth either using mechanical equipment or manually. **Manual weed** out with the help **of spade is exempted** for gardening purpose from excavation. Excavation is to be always issued with hot work permit and after permission from different dept. like electrical/instrumentation/ IT/ F&S etc.

j. **Work at Height**:" Work at height" means work in any place where, if there were no precautions in place, a person could fall a distance liable to cause personal injury (for example a fall through a fragile roof).

k. **Issuer** - Person authorized by HOD based on technical competency & position (Plant Shift Incharge/E/AM) and trained, tested and certified by Fire & Safety Department.

l. **Executor-** The person who applies for a permit and completes the work. He is responsible for ensuring that a Job performer/contractor supervisor is nominated at all times when the work is under way.

Person from the work executing departments authorized by their HOD based on technical competency & position and trained tested & certified by Fire & safety Department who accepts the permit and performs a job.

m. **Contract Supervisor-** The person nominated by the Executor and holds the permit and Incharge of a worksite. He is responsible for ensuring that the work party obeys the requirements of the Work Permit System and other relevant procedures.

n. **Fire Zone Signatory:** Senior & experienced person designated by Factory Manager

o. Based on his position (Area DGM /GM in general) who is responsible for reviewing the hot permit activities in his jurisdiction and specifying control measures to carry out these jobs in a safe manner.

p. **Hazardous Area-** Area surrounding a hydrocarbon bearing facility in which an explosive gas/air mixture could be present, as defined in "Institute of Petroleum - Area Classification Code for Petroleum Installations". In summary, Hazardous Areas are subdivided in three Zones as follows:

   a. Zone 0 - An area in which an explosive gas atmosphere is present continuously or for long periods.

   a. Zone 1 - An area in which an explosive gas atmosphere is likely to occur in normal operation.

   b. Zone 2 - An area in which an explosive gas atmosphere is not likely to occur in normal operation and, if it does occur, is likely to do so only infrequently and will exist for a short period only.

j. **Gas Safety Inspector:** Person designated by Factory Manager based on his position (Manager of the area in general) who is responsible for reviewing the critical jobs earned out in his jurisdiction and specifying measures to carry out the jobs in a safe manner.

k. **Radiological Safety Officer (RSO)** - Person who is trained and certified to handle, install and inspect radiation sources as per the requirements of Bhabha Atomic Research Centre (BARC), Mumbai.

l. **Work at height** - Means any work at and above **1.8** mtr. Elevation from ground level where permanent platforms / railings are not available. Some of the jobs that necessitate work at height are painting, inspection, removing valves, installing blinds, pipeline re-routing, roof repair works, insulation, erection of scaffolding etc. Work at height may be either a cold or hot activity depends upon the nature of job.

m. **Work Permit:** Approved written document with specific terms & conditions required to carry out routine and non-routine work inside BPCL Facilities.

**Special Remark:**

1. In case of ambiguity, Area GSI/FZS shall decide the type of Authorization and permit (Routine/Non Routine) required. In Case of any bigger conflict then GM HSSE in consultation with Factory Manager/Occupier shall decide and amicably resolve the issue.

2. During silent hours, the continuation of hot work jobs should be avoided; if required, then information shall be given to RSM and Fire SIC after obtaining clearance from concern area owner / HOD & Head (HSSE).

3. All main roads shall be under the scope of offsite area excluding BDT.

4. GSI & FZS are responsible for compliance of work permit system and enforcement of fire and safety regulations as per safety manual.

5. Physical Countersign of Electrical person on Hot Work Permit Non Routine where 220V and 415V temporary supply - Demanded by electrical department.

6. In Case of IT Failure of EWPS Application, Manual Work permit system will be used with immediate effect.

7. Blanket Photography Permission (Max. validity-01 Month) is to be obtained from GM HSSE, however issuance of work permit is as per the discretion of Area SIC.

8. As per factories Act clause 36A, no portable electric light or any other electric appliance of voltage exceeding 24 volts shall be permitted for use inside confined space, however if job required than a written permission note shall be issued in this regard to perform the job.

## 4.0 Work Authorizations

### 4.1 Types of on line –Work Authorizations

**Work Authorizations:**

a. No work in the BPCL refinery can be carried without valid authorization and valid permit. The work to be carried out is classified as Routine & Non-routine work. For routine jobs authorization is not required. Those jobs can be carried out through valid permit. For Non-routine work valid authorization as well as valid permit is required to do the work.

b. The authorization are being used in BPCL refinery which are as follows. Work Authorization & Permit shall be accompanied by a Risk Assessment Sheet (RA).

| Authorization | Work |
|---|---|
| A1 | Cold Job, Vessel Box Up , Radiography, Work At Height |
| A2 | Hot job, use of 230/440V |
| A2a | Excavation |
| A3 | Confined Space Entry |
| A4 | Electrical work at SS /Switch Yards |

**4.2 Procedure for Obtaining On Line Authorization:**

a. The executor has to log in - on line work permit system. Depending on the nature of the job, executor to select the type of the job and initiate the authorization. In this he has to fill the following details i.e. the name of persons whom permission to be granted, Section/ Department of issuer and executor, description of job, location of work, equipment number & identification, fire zone, name of contractor who will perform the job and its vendor code. Where ever critical job is being done, executor has to upload Risk Assessment Sheet. After completion of above details, executor has to forward it to area GSI /FZS for on line authorization. The area GSI has to review and edit/ upload the Risk Assessment Sheet.

b. On approval of area GSI/ FZS/HOD executor has to accept on line and take the print out for further process of obtaining the work permit from issuer section.

**4.2.1 A1 Authorizations: For Cold Work; Radiography, Vessel box up and Working at Height**. Select the job and after filling all the details along with E-RA apply for the authorization to respective area GSI. The area GSI has to review, edit and upload the Risk Assessment Sheet. For A1 Authorization FZS approval is not required. On approval of area GSI, executor has to accept on line and take the print out for further process of obtaining the work permit from issuer section.

a. For Non-routine cold work executor has to fill up all the details online. If required, executor uploads E-RA depending upon the nature of work. After filling the details executor has to apply for the authorization to respective area GSI. The area GSI has to upload the RA. Executor area in charge (Concerned Maintenance Incharge) has to approve E-RA. If the counter signature is required for this job from other area, he selects the other area GSI. Yellow colour band will appear on electronic authorization where counter signature is required. On approval of area GSI, Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.

b. For Radiography job executor after filling all the details apply to the Inspection section for approval. Once it is approved from Inspection it

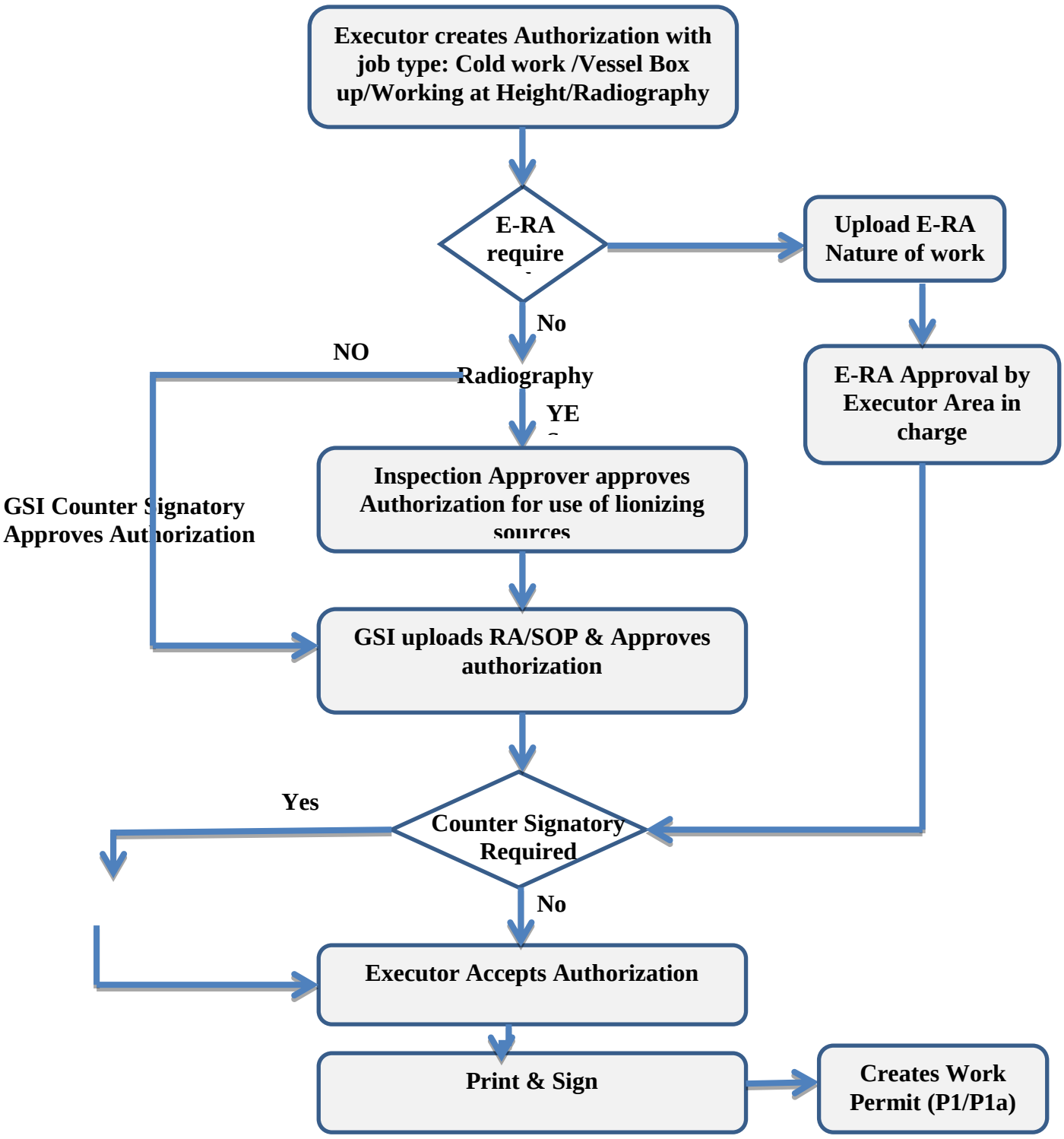
goes to respective area GSI. GSI uploads RA and approve this radiography authorization. If the counter signature is required for this job from other area, he selects the other area GSI. Yellow colour band will appear on electronic authorization where counter signature is required. On approval of other area GSI, Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.

c. For Vessel Box up, executor to select the job and after filling all the details apply for the authorization to respective area GSI. The area GSI has to upload the RA. On approval of area GSI, Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.

d. For Working at Height, executor to select the job and after filling all the details along with E-RA apply for the authorization to respective area GSI and Maint. Area incharge. The area GSI has to upload the RA. On approval of area GSI and E-RA to be approved by Maint/Proj. Line incharge, Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.

## AUTHORIZATION FOR COLD WORK (A1)

**(Cold Job/Vessel Box Up/Work AT Height / Radiography)**

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**4.2.2 A2 & A2a Authorizations for Hot work, Use of 230/440 V & Excavation:**

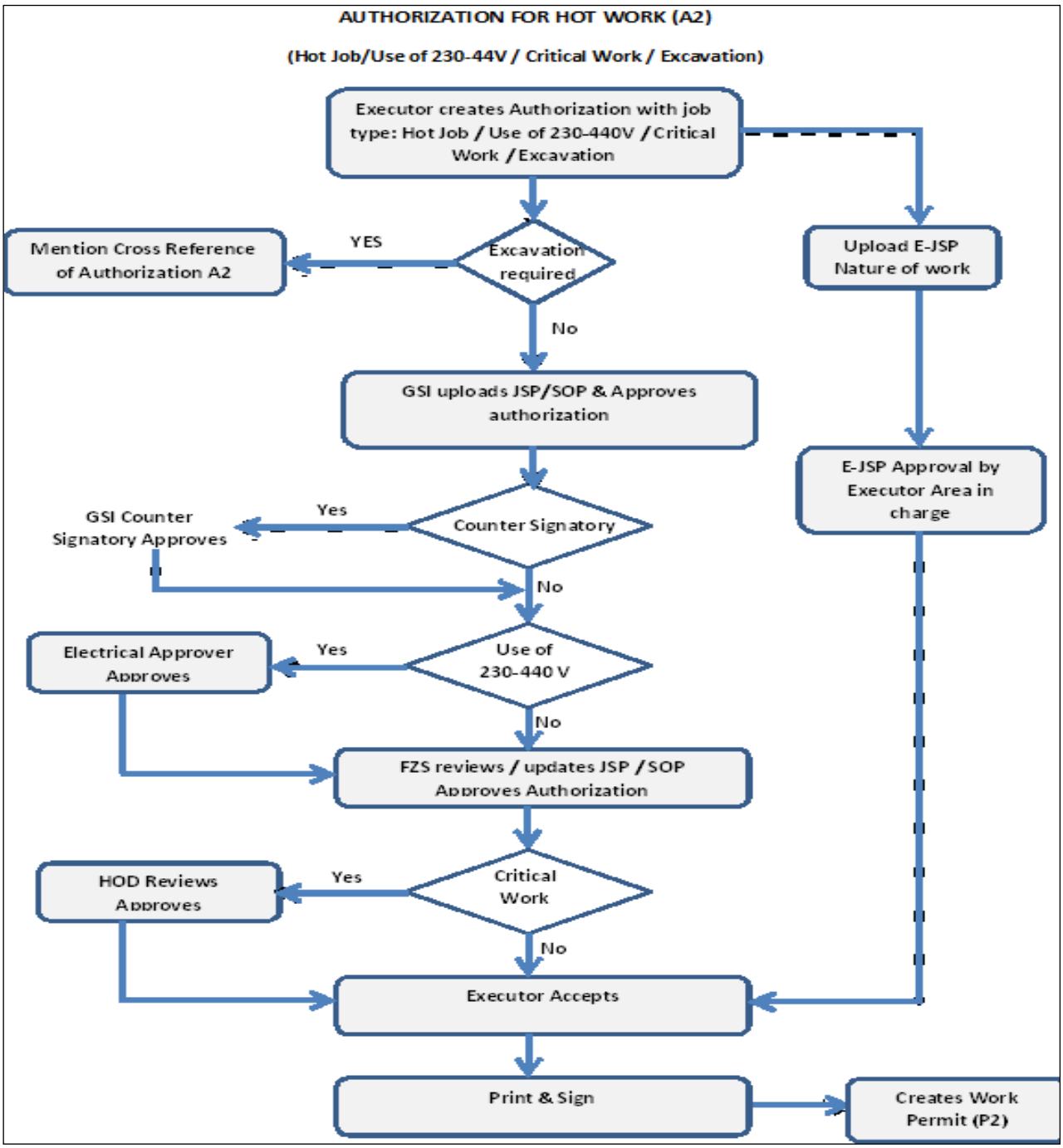
a. A2 Authorization is required for following nature of the jobs i.e. Hot work; Use of 230/440 V. A2a & A2 Authorizations are required for Excavation. Executor has to select the job. After filling all the details and uploading the E-RA, apply for the authorization to respective area GSI/FZS. This E-RA has to be approved by respective maintenance area in charge. Area GSI shall fill up on line the work conditions, mention additional precautions etc. as per nature of job. Then GSI has to forward to FZS/ HOD for review and approval. If the counter signature is required for this job, GSI will select the other GSI of that area. At a time four nos. of counter signatures can be selected. Yellow colour band will appear on electronic authorization where counter signature is required. Once this is accepted by counter signatory, Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.

b. For Hot work, A2 Authorizations is required. Executor has to select the hot job and after filling all the details apply for the authorization to respective area GSI/FZS. The executor should upload the E-RA before sending to GSI. This E-RA has to be approved by maintenance area in charge. Area GSI shall fill up on line the work conditions, mention additional precautions etc. as per nature of job and forward to FZS for review and approval of the same. If the counter signature is required for this hot job, he will select the GSI of that area. At a time four nos. of counter signatures can be selected. Yellow colour band will appear on electronic authorization where counter signature is required. If the job is critical in nature FZS shall forward this authorization to HOD. HOD reviews, updates RA & SOP if require, and he/she approves the same. Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.

c. For use of 230-440 V for Hot work A2 Authorizations is required. Executor has to select the hot job by using the 230-440 V and after

filling all the details apply for the authorization to respective area GSI/FZS. Executor has to upload the E-RA before sending to GSI. This E-RA has to be approved by maintenance/projects area in charge. Area GSI shall fill up on line the work conditions, mention additional precautions etc. as per nature of job and forward to area electrical for approval. If the counter signature is required for this job, he will select the GSI of that area. At a time four nos. of counter signatures can be selected. Yellow colour band will appear on electronic authorization where counter signature is required. Area electrical upload the conditions for use of 230/440 V for necessary precautions and approves the authorization. This comes to FZS for review and approval of the same. If the job is critical in nature FZS shall forward this authorization to HOD. HOD reviews, updates RA & SOP if require, and he approves the same. Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.

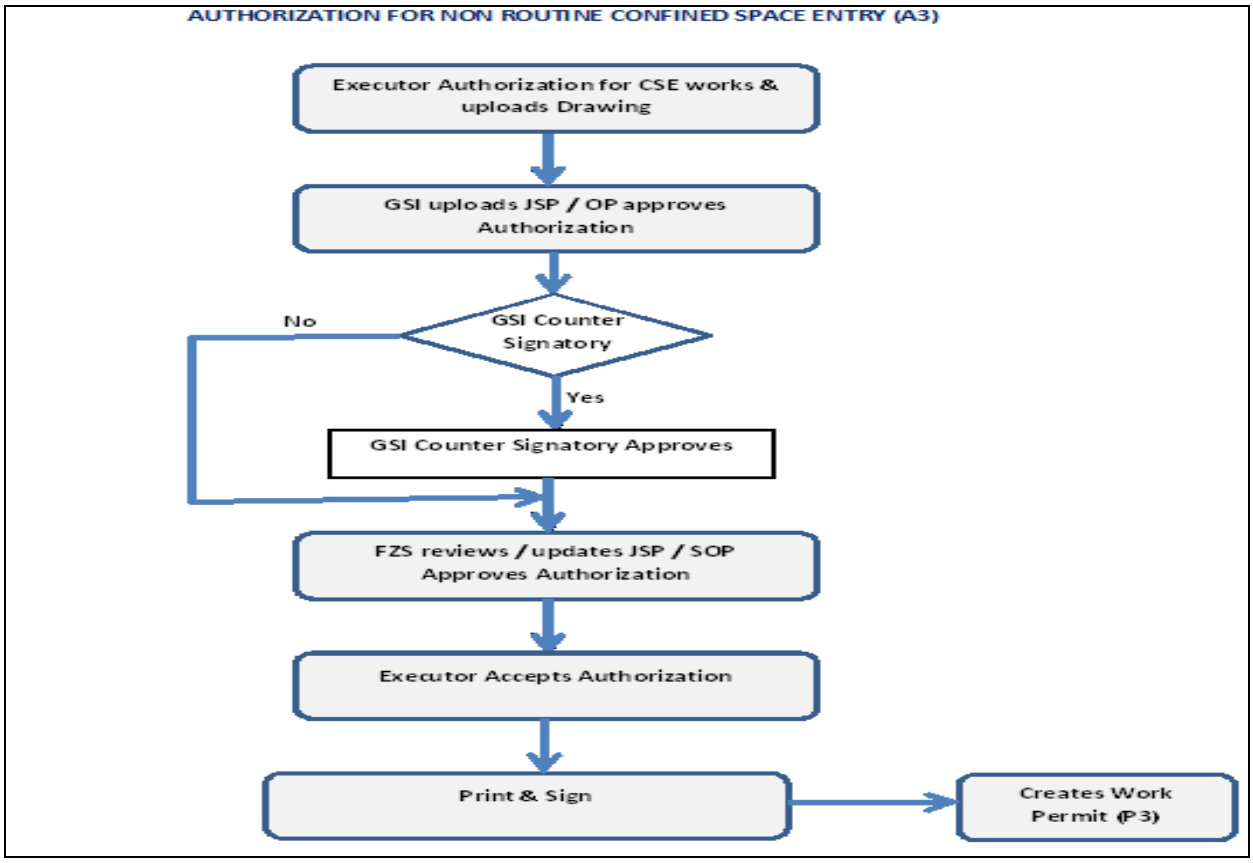
d. For Excavation job, A2a & A2 Authorizations are required. Executor has to select the excavation work for which executor has to upload drawing where the work has to be carried out. After filling all the details apply for the approval from Design & Drawing office. After approval from Design & Drawing office it goes to area electrical maintenance for approval. Electrical maintenance approves authorization after checking site conditions. If the job involves road cutting, then approval from Fire and Safety is must. During the monsoon season all excavation work requires approval from Fire and Safety Incharge. Executor has to accept on line A2a authorization and give as cross reference for excavation hot work under A2.




**4.2.3: A3 Authorizations for Confined space entry**

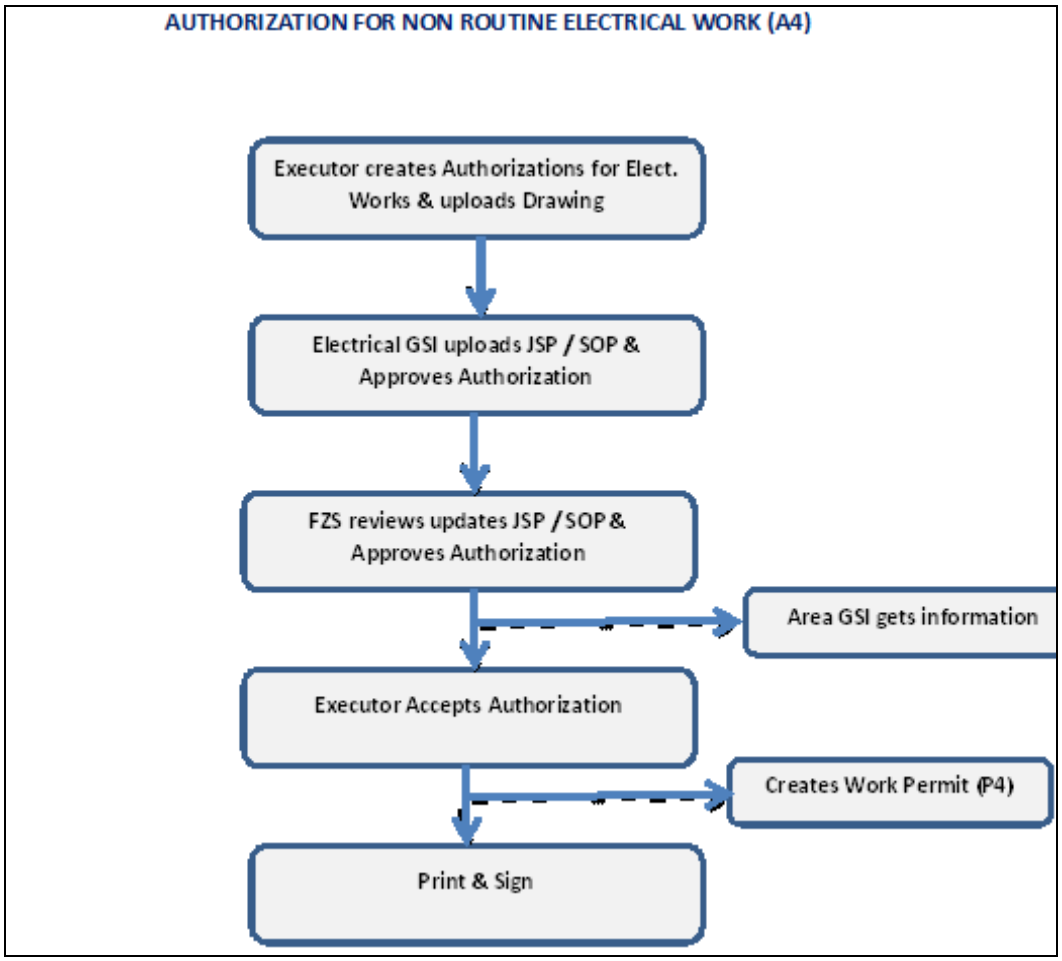
For Confined space entry A3 Authorizations is required. Executor has to select the Confined space entry authorization and after filling all the details apply for the authorization to respective area GSI/FZS. In this executor can upload the drawing of the equipment. Area GSI shall fill up on line the work conditions, offload RA, mention additional precautions etc. as per nature of job and forward to FZS for review and

approval of the same. If the counter signature is required for this confined space entry, issuer will select the other GSI of that area. Yellow color band will appear on electronic authorization where counter signature is required. At a time four nos. of counter signatures can be selected. Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section




### 4.2.4 A4 Authorizations for Electrical work:

For Electrical work in Substation, Switch yards and Electrical installation, A4authorization is required. Executor from electrical section has to select the Electrical work authorization and after filling all the details apply for the authorization to respective area Electrical GSI/FZS. In this executor upload the drawing of the equipment/system. Area Electrical GSI shall fill up on line the work conditions, offload RA, mention additional precautions etc. as per nature of job and forward to FZS for review and approval of the same. On approval from the Electrical FZS it goes to operation area GSI for information. Executor has to accept on line authorization and take the print out for further process of obtaining the work permit from issuer section.




**Note:** After discussion / explaining with contractor supervisor on authorization conditions, RA & E-RA, executor has to approach issuing authority for obtaining the work permit to carry out the job. The printed authorization is system generated with serial number and remain in the system once it is approved.

Executor request for extension of authorization online to respective area GSI or FZS. Respective area of GSI / FZS approves extension of authorization. Executor accepts and take the print out of authorization. Executor can create the permit against this authorization.

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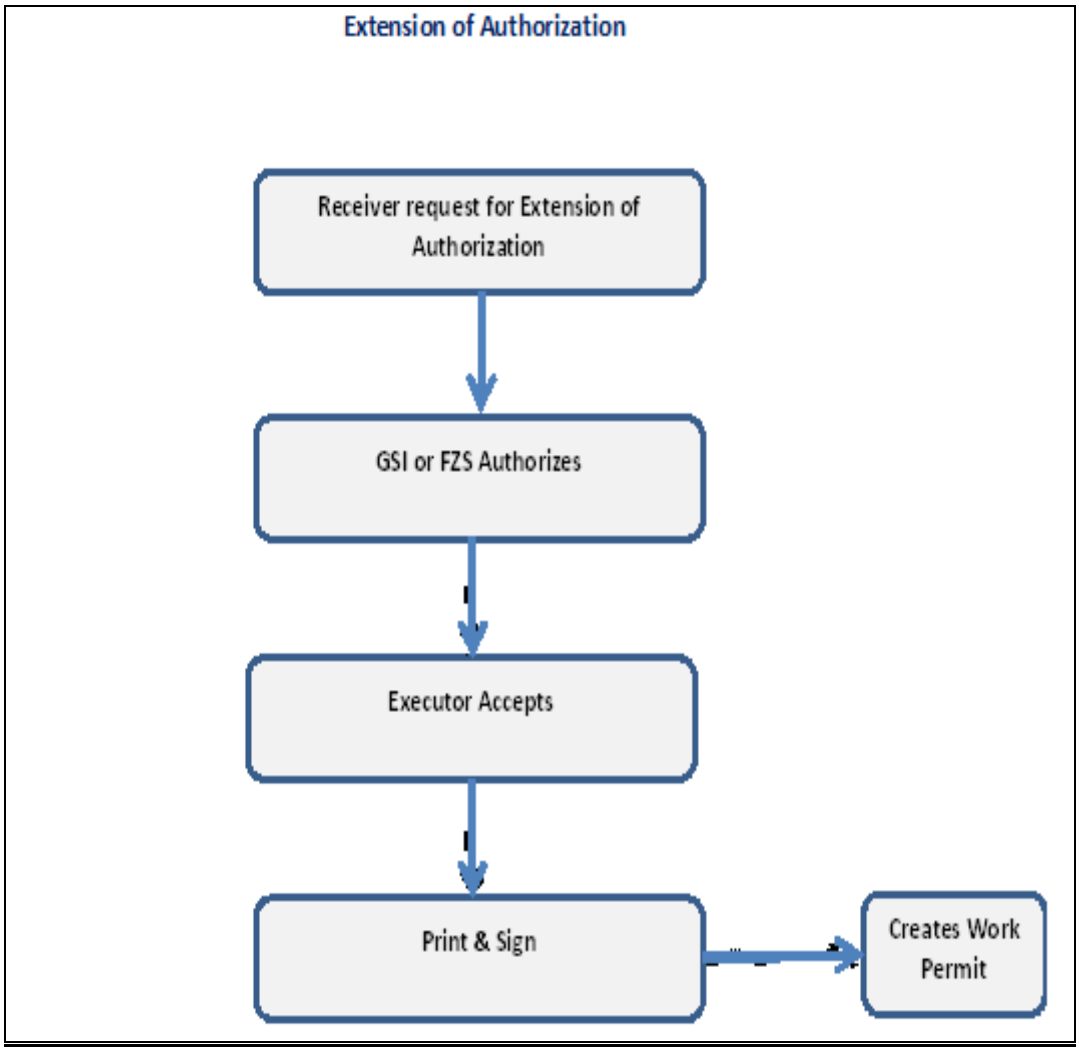



## 5.0 Types of Work Permit

No job shall be undertaken without a valid work permit

The electronic work permit shall be filled up carefully and accurately. Detailed and complete information to be provided in all sections, sub section, columns. General instructions and job specific instructions are printed for the purpose of communication and understanding of executing agency and contractors. The details to be filled about the name of persons as permission to be granted, section/ Dept. of issuer and executor, description of job, location of work, equipment number & identification, fire zone, name of contractor who will perform the job and its vendor code.

Supplementary formats, sketches, checklists, RA to be Uploaded along with issued electronic work permit. Ensure the cross reference entry in part A of the electronic work permit. Gas test results to be filled in Part B of the electronic work permit.

The original copy of electronic work permit should be signed by the issuer, Executor, and contractor supervisor. The original signed copy of electronic work permit should be at site. Duplicate Copy (soft copy) will remain in PC. A permit is valid only if it bears the signature of all signatories except counter signatories.

Separate Work permit must be issued for each job depending upon the nature of job. Multiple jobs in a single permit are prohibited.

Permit to be issued for single shift, where work to be continued same should be renewed after checking the conditions at site. The subsequent renewal to be done for seven calendar days' maximum. A fresh permit to be obtained after seven days as per the requirements.

In case of turnaround activities or 12 hrs. rota at specified or major project sites (with proper segregation and barricading of work area from operating areas) work permit with extended duration to be used accordingly as per the approval from Factory Manager.
The executor has to approach area Shift in charge of respective Fire zone for obtaining the electronic work permit to carry out the job at site.

**5.1 Routine jobs:**

For routine nature of jobs electronic work authorization is not required. The executor has to directly approach to the area issuer (Shift in charge) for obtaining the electronic work permit to carry out the job at site. If the counter signature is required, Issuer will select the counter signatories of that area. Parallel approval of Electronic work permit will be done by counter signatories. (same as Authorization) On line Executor receives electronic work permit counter signatories. On acceptance he/she can take the print of work permit. Issuer, Executor and contractor supervisor need to sign final print out of work permit. Routine natures of jobs are as follows.

| Routine Work Permits | |
|---|---|
| Permit Codes | Type of work |
| P5 I | Electrical Isolation |
| P5 E | Energization |
| P6 | Routine Cold Jobs |
| P7 | Routine Hot Jobs |

**5.2 Non Routine jobs**

For non-routine nature of jobs, the executor has to approach to the area issuer (Shift in charge) along with the approved e- authorization for obtaining the electronic work permit to carry out the job at site. Electronic Permit with only valid Authorization can be created / extended. The issuer then refers the related work authorization (for non-routine work), visits the site with executor and issues a related electronic work permit to carry out the job at site after satisfying the conditions prescribed therein. Issuer can change the physical conditions against valid authorization and issues work permit (condition variation from "not required" to "done" is allowed).

If the counter signature is required for this cold job, Issuer will select the counter signatories of that area. Parallel approval of Electronic work permit will be done by counter signatories (same as Authorization) On line executor receives electronic work permit; on acceptance he can take the print of work permit. Issuer, Executor and contractor supervisor need to sign final print out of work permit. Non-Routine natures of jobs are as follows.

| Non Routine Work Permits | |
|---|---|
| Permit Codes | Type of works |
| P1 | Cold job, Vessel box up &Radiography |
| P1 a | Working at Height |
| P2 | Hot job, Use of 230/440 V &Excavation work |
| P3 | Confined Space Entry |
| P4 | Electrical Work (SS/SY)Use of 230/240 V at Sub Station |

The executor / officer from civil, project, electrical, mechanical, process/ operations or instruments department under whose direct supervision job is to be carried out, indicates the location and brief description of job to the issuing authority.

**5.3 Procedure For Obtaining On Line Work Permits**
**Non Routine Work Permits:**
**5.3.1 Cold Work Permit (Non-Routine) Cold Jobs, Vessel Box Up, Radiography (P1):**

A1 Authorizations is required for following non-routine nature of the job i.e. cold work; radiography, vessel box up and Working at height etc. The executor has to approach to the area issuer (Shift in charge) along with the approved e- authorization for obtaining the electronic work permit to carry out the job at site. Electronic Permit with only valid Authorization can be created / renewed. Issuer will select the required authorization and open the work permit system on clicking "the creates".

The issuer refers the related work authorization (for non-routine work), visits the site with executor and issues a related electronic work permit to carry out the job at site after satisfying the conditions prescribed therein. Issuer can change the physical conditions against valid authorization and issues work permit (condition variation from "not required" to "done" is allowed). Yellow color band will appear on electronic permit on change of condition variation from "not required" to "done" in permit.

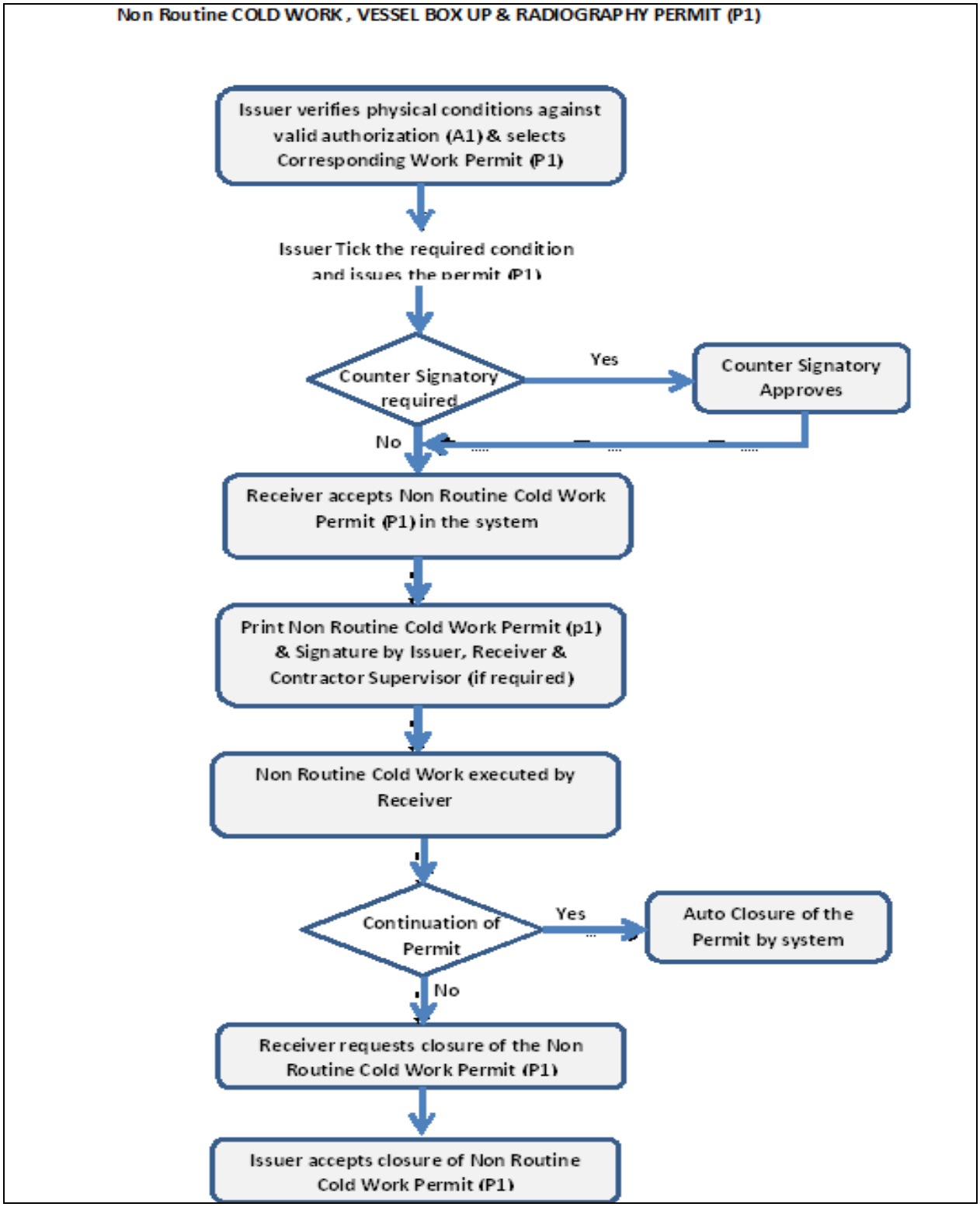
If the counter signature is required for this cold job, Issuer will select the counter signatories of that area. Parallel approval of Electronic work permit will be done by counter signatories (same as Authorization). On line Executor receives electronic work permit, on acceptance he can take the print of work permit. Issuer, receiver and contractor supervisor need to sign on the original permit before commencement of the job.

These are works of cold nature without potential to cause spark and hence do not pose fire hazard but still has considerable criticality due to the inherent risk of injury to personnel and hence require review by Area Gas Safety Inspector for assessment of potential hazards and defining adequate controls. These permits are required to be approved by Area GSI before issuing clearance by the Shift Incharge.
For these works the Executor has to apply for Cold Work Permit to the Area GSI for necessary review and approval. The work can then be carried out by Executor after clearance from Plant Shift Incharge and final acknowledgement by the AE / JE.
Typical examples, but not limited to, of cold work are as follows:

a. Erection and removal of scaffolding (working above 1.8 mts height.).

b. Opening of Turbine, pumps and compressors including sumps and crank cases where applicable.
c. Maintenance work on electrical equipment in the process area.
d. De-choking and clearance of process and utility line.
e. Providing temporary extra electrical lighting / connection.
f. Work on fragile roof.
g. Painting of equipment, Pipelines or Technical Structure inside process area/ battery limit.
h. Cable jointing.
i. Shot Blasting.
j. Unsure / non-routine activities.
k. Fermenting & online sealing
l. Pneumatic testing.
m. Hydro jetting.
n. Use of lifting tools
o. Suction strainer cleaning including hydrocarbon service.
p. Work involving radioactive sources, x-ray & radiography equipment.
q. Vessel Box Up.

**Note:** P1a electronic permit has to be taken for Working at height.

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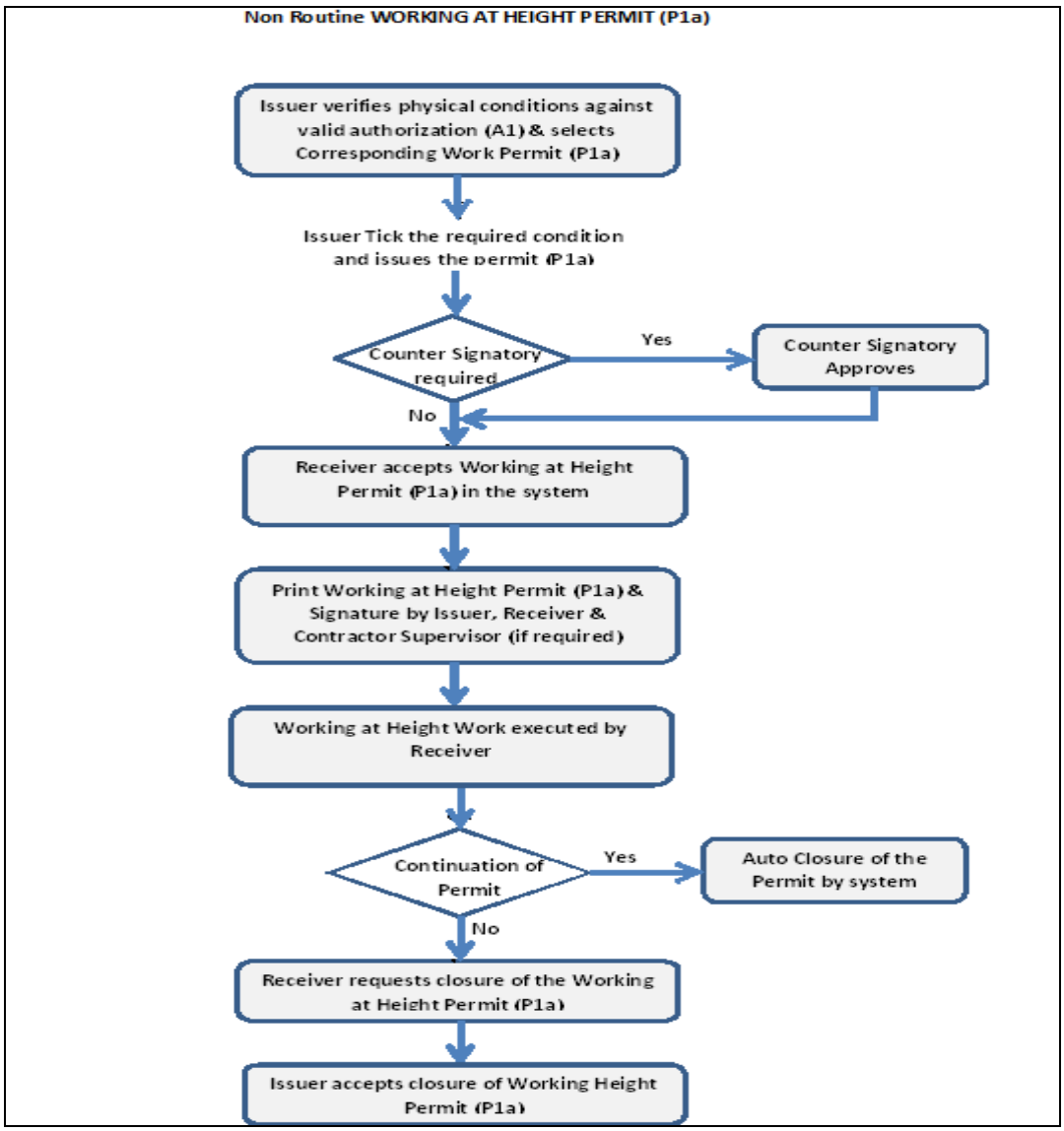
### 5.3.2 Working at Height Permit (P1a):

Any work required to be carried out at temporary structures and elevated portions /platforms from ground or from elevated platform shall have working at Height permits.

This permit must be used at major project sites / selectively in plant areas where scaffolds have to be used for work at elevated area (like stacks , columns, flare line blinding/deblinding, sheds, specific areas requiring nets as per OISD std. -192. ( Refer Sr. No. 11e)

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### 5.3.3 Excavation Work(P2) :

Excavation work with valid permit (P2) to be issued against the valid work authorizations A2a & A2.

The executor has to approach to the area issuer (area Charge hand / Shift in charge) along with the approved e- authorization printout for obtaining the electronic work permit to carry out the job at site. Permit with only valid Authorization can be created / renewed. Issuer will select the required authorization and open the work permit system on clicking „the creates“. The issuer refers the related work authorization (for non-routine work), visits the site with executor and issues a related electronic work permit to carry out the job at site after satisfying the conditions prescribed therein. Issuer can change the physical conditions against valid authorization and issues work permit (condition variation from “not required” to “done” is allowed). Yellow color band will appear on electronic permit on change of condition variation from “not required” to “done” in permit.

**5.3.4 Hot job, use of 230/440 V Permit (P2):**

The executor has to approach to the area issuer (Shift in charge) along with the approved e- authorization A2 for obtaining the electronic work permit to carry out the job at site. Electronic Permit with only valid Authorization A2can be created / extended. Issuer will select the required authorization and open the work permit system on clicking "the creates". The issuer refers the related work authorization (for non-routine work), visits the site with executor and issues a related electronic work permit to carry out the job at site after satisfying the conditions prescribed therein. Issuer can change the physical conditions against valid authorization and issues work permit (condition variation from "not required" to "done" is allowed). Yellow color band will appear on electronic permit on change of condition variation from "not required" to "done" in permit. If any permit condition is missed to tick on electronic permit, it gives red colour band and courser will move to the required window. On entry of gas test value reconfirmation is asked for the entered value.

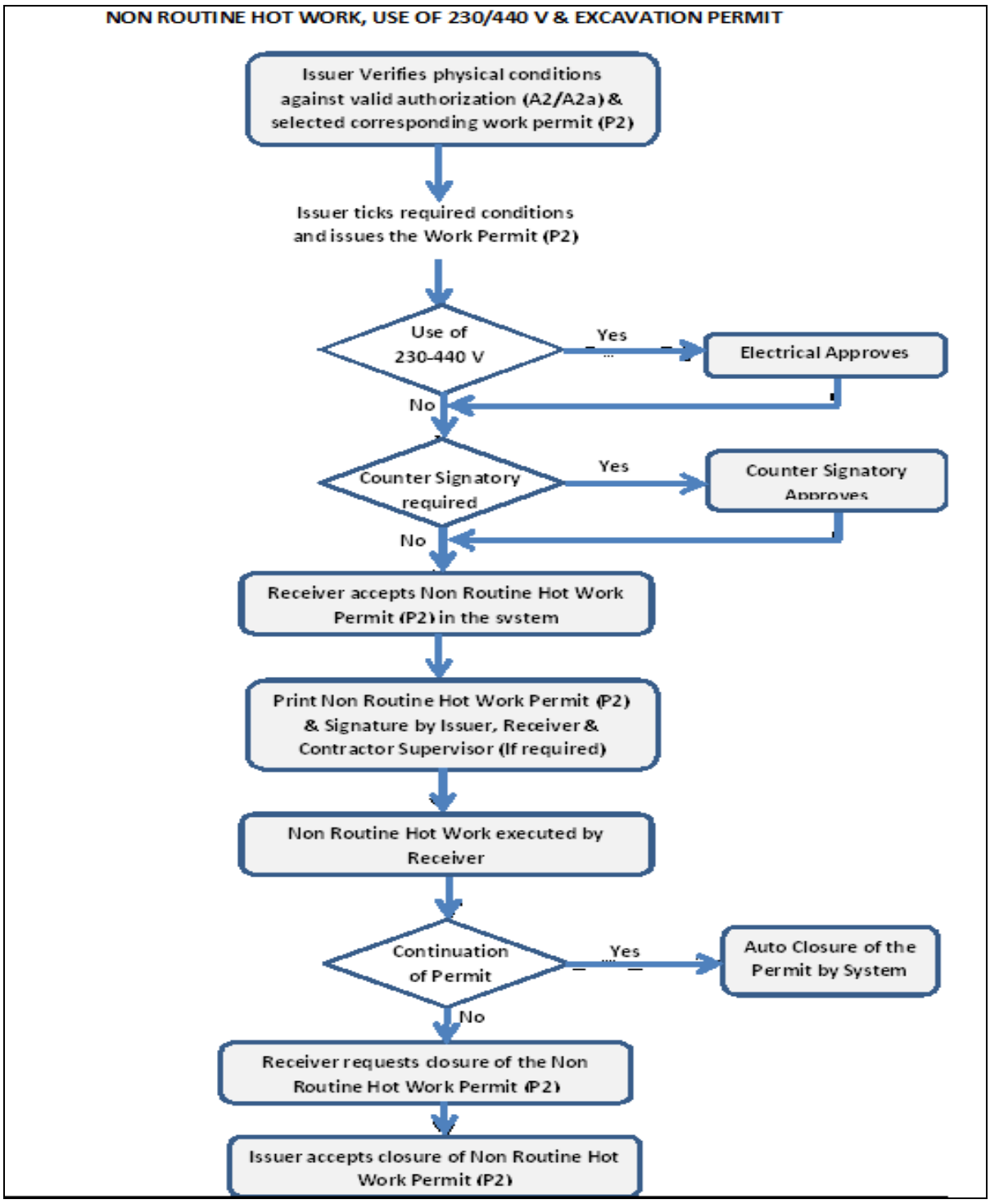
If the counter signature is required for this hot job, Issuer will select the counter signatories of that area. Parallel approval of Electronic work permit will be done by counter signatories (same as Authorization) On line Executor receives electronic work permit; on acceptance he can take the print of work permit. Issuer, Executor and contractor supervisor need to sign on the original permit before commencement of the job.

These are mainly works with naked flames or works with exposure to toxic vapors radiation etc. and of considerable criticality due to high potential for causing fire / injuries and hence require review by experienced personnel at senior level which is the designated Area Fire Zone Signatory. These permits are required to be approved by Area Fire Zone Signatory and Area GSI before issuing clearance by the Shift Incharge.

For these works, the Executor has to apply/create the request for Hot Work Permit to the Area GSI for necessary review and approval in e-permit portal, which will be further reviewed by the Area FZS. The work can then be earned out by Executor after clearance from Plant Shift Incharge and final acknowledgement by the AE/JE.

Typical examples of sources of ignition are:

a. Welding/Cutting/Grinding/Buffing/Drilling.
b. Spark producing hand tools in Hazardous Zone.
c. Diesel / motor driven mobile equipment such as dewatering pump.
d. Hot tapping involving welding & drilling of pipelines.
e. Use of equipment operated by internal combustion engines/ non-routine diesel / IC driven equipment.
f. Road Closure /making/repairs with asphalting.
g. Road cutting using powered tools.
h. Excavation work with using powered equipment.
i. Hacksaw cutting on Hydrocarbon line.
j. Holiday test.
k. Dyke cutting.
l. Flare line blinding / de-blinding.
m. Hydro-jetting
n. Cable Jointing
o. Hot bolting/ bolt tightening machine using electrically driven motor
p. Pneumatic operated chisel / breaker.
q. Fire water network isolation entire unit/more than one unit.
r. Erection of equipment/Structure etc. in the plant battery limit.
s. Blinding and de blinding activities where toxic gas, High temperature/pressure hydrocarbon etc. is expected to come out.

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### 5.3.5 Confined Space Entry Permit (P3):

The executor has to approach to the area issuer (Shift in charge) along with the approved e- authorization A3 for obtaining the electronic work permit for entry in confined space. Electronic Permit with only valid A3, Authorization can be created / renewed. Issuer will select the required authorization and open the work permit system on clicking "the creates". The issuer refers the related work authorization (for non-routine work), visits the site with executor and issues a related electronic work permit for entry in confined space after satisfying the conditions prescribed authorization A3. Issuer can change the physical conditions against valid authorization and issues work permit (condition variation from "not required" to "done" is allowed). Yellow color band will appear on electronic permit on change of condition variation from "not required" to "done" in permit. If any permit condition is missed to tick on electronic permit, it gives red colour band and cursor will move to the required window. On entry of gas test value reconfirmation is asked for the entered value.

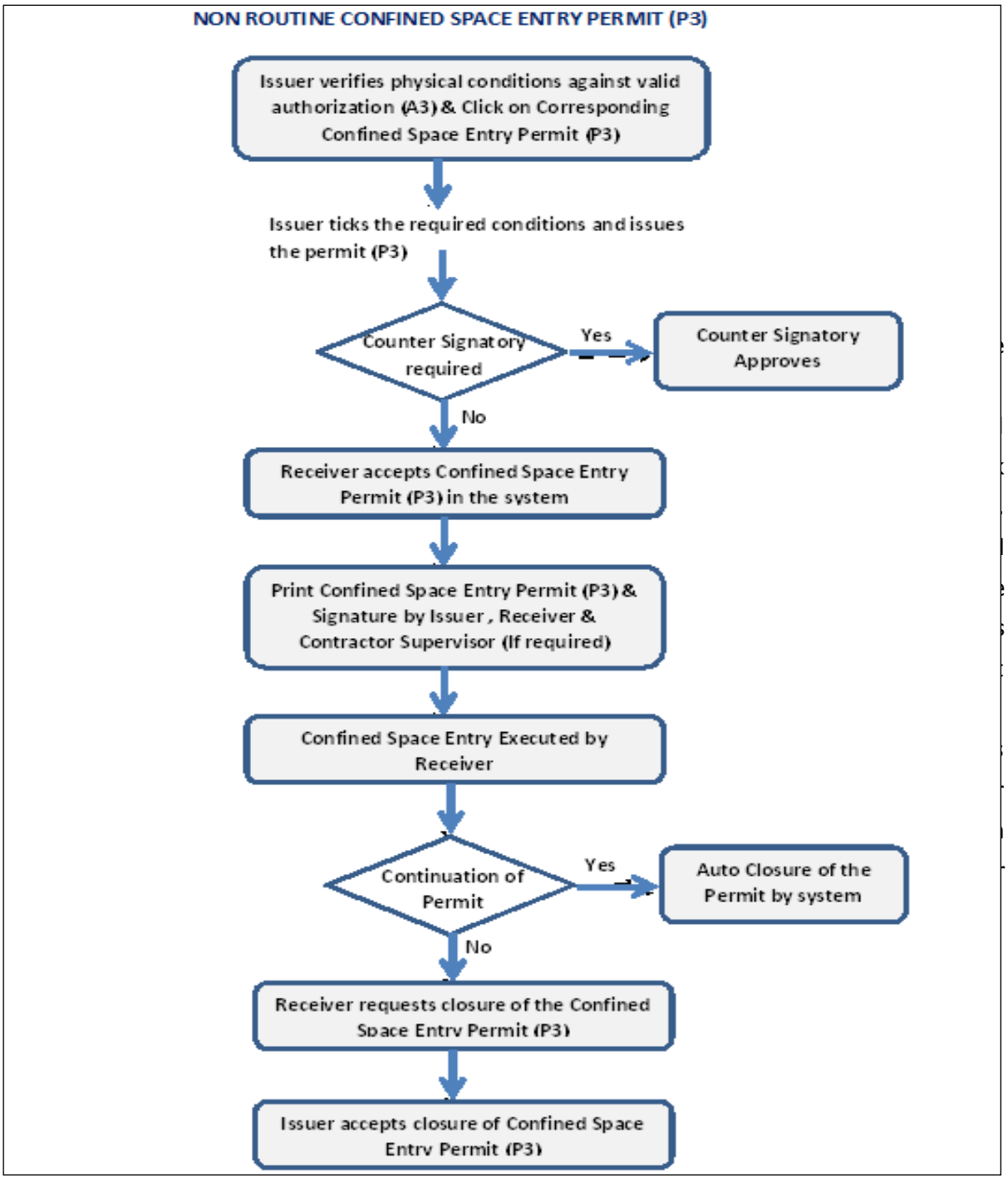
If the counter signature is required for the confined space entry, Issuer will select the counter signatories of that area. Parallel approval of Electronic work permit will be done by counter signatories (same as Authorization) On line executor receives electronic work permit, on acceptance he can take the print of work permit. Issuer, receiver and contractor supervisor need to sign on the original permit before entering in confined space.

This permit is required for entry of personnel into confined spaces/vessel for the purpose of repair / maintenance / inspection / cleaning works. In practical terms confined spaces/vessel at refinery complex would mean space containing or having contained or space which may have contained gas, hydrocarbons, chemicals or deficient in oxygen for normal breathing and it is not designed for continuous human occupancy. Some of the examples of confined space are oil

tanks, water tanks, condensate tanks, columns, reactors, oil water sewer pits, coolers, condensers, reservoirs, pipe lines, tanker trucks, skirts of column and vessels, floating roof decks etc. Prior to issue of a confined space / vessel entry permit the following activities shall be completed:

Job request to be created by executor in e-portal.

a. Draining
b. Removal of sludge
c. Washing
d. Purging
e. Positive Isolation Ventilation
f. Confined space atmosphere testing
g. Radiation level check

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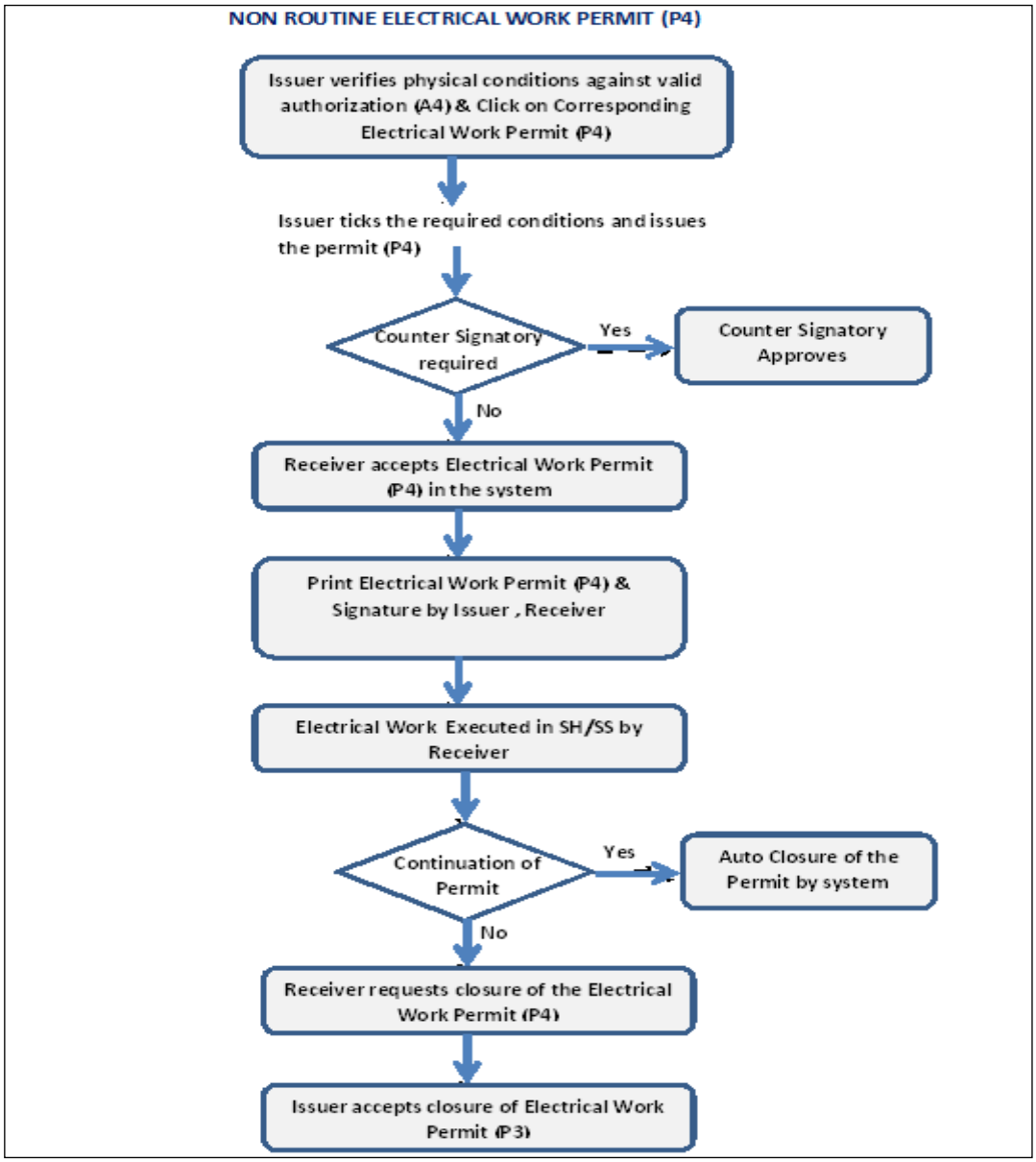
### 5.3.6 Electrical work at Sub Station /Switch Yard Permit (P4)

To Work in Substations and in Switch Yards, Separate Electrical Work Permit is to be issued along with the Proper Risk Assessment/Job Safety Plan.

The executor from electrical section has to approach to the area issuer ( from electrical section) along with the approved e- authorization A4 for obtaining the electronic work permit to carry out the job in Substation, Switch yards and Electrical installation. Electronic Permit with only valid Authorization can be created / renewed. Issuer will select the required authorization and open the work permit system on clicking "the creates". The issuer refers the related work authorization (for non-routine work), visits the site with executor and issues a related electronic work permit to carry out the job at site after satisfying the conditions prescribed in authorization.

If the counter signature is required for this job, Issuer will select the counter signatories of that area. Parallel approval of Electronic work permit will be done by counter signatories (same as Authorization) On line Executor receives electronic work permit, on acceptance he can take the print of work permit. Issuer, Executor and contractor supervisor need to sign on the original permit before commencement of the job.




| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

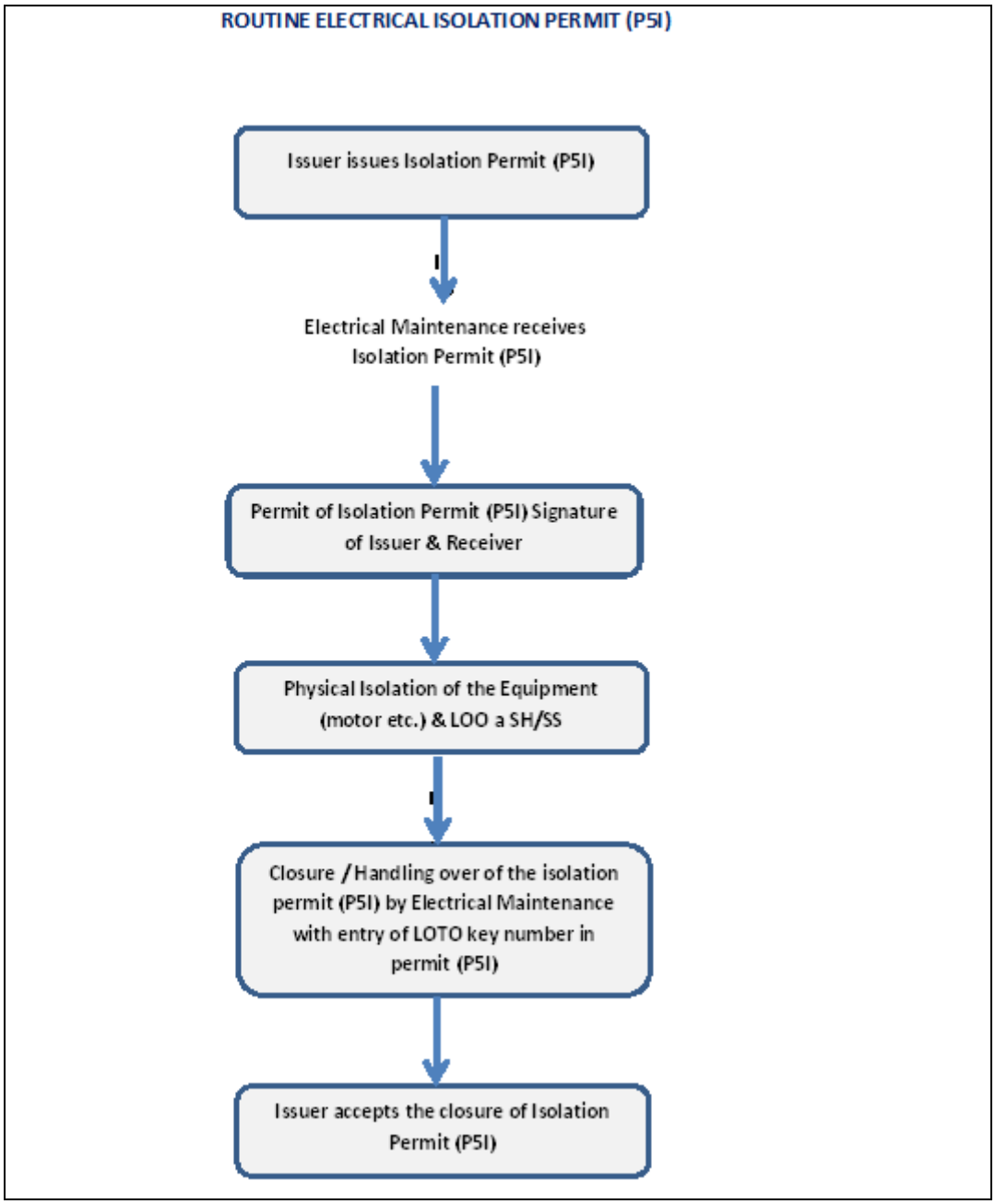
## 6.0 Routine Permits

### a) Routine Electrical Isolation Permit (P5 I)

For routine electrical isolation / energization jobs, e-authorization is not required. The executor has to directly approach to the area issuer (Shift in charge) for obtaining the online Electrical Isolation permit (P5I) or Energization Permit (P5 E).

Issuer will initiate electrical equipment isolation permit online. Issuer Tick the required conditions and approves the Permit (P5I). On line Executor receives electronic work permit, on acceptance he can take the print of electrical isolation permit. Issuer and Executor need to sign on the original permit before isolation of electrical equipment. Physical Isolation of the Equipment (motor etc.) & LOTO (Executor put a tag and mechanical lock on the energy isolation device) at SS/Switch Yard. Receiver will enter the lock/key number in the permit and complete/hand over the permit on line. The same will be accepted by issuer.

After closing of electrical isolation permit, issuer will go and padlock the stop button of the electrical equipment at site. He will put a mechanical lock on the padlocked stop button. Then mention the lock/key number in the permit and issue on line permit to executor (maintenance / electrical, etc.) for maintenance job.

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|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**6.b) Routine Electrical Energization Permit (P5 E):**

On completion of the job on the equipment by executing agency (mechanical maintenance etc.), the permit will be completed / handed over to issuer. Issuer will receive back all the permits, if multiple permits have been issued.

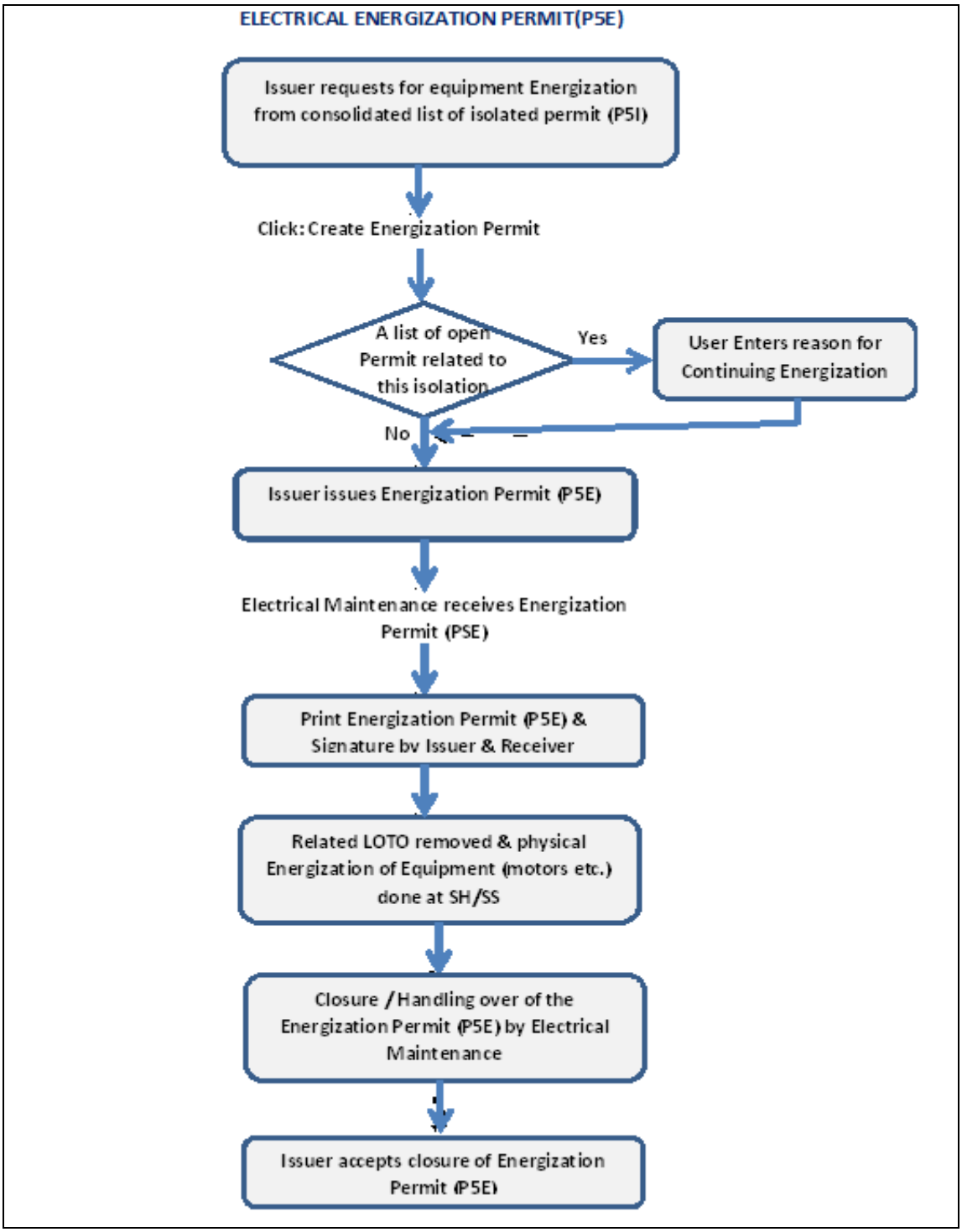
Issuer will check on line that all permits (if multiple permits are issued) connected to the equipment have been completed / handed over. Issuer will then go to site, verify and remove the lock from the site stop button.

Issuer requests for online Energization permit (P5E) to Executor (electrical). Consolidated list of isolated permits to be energized in that area will appear in the system.

On clicking of required equipment energization, system prompts IF user wants to continue Isolation. In that case, if energization is not required, issuer can put the remarks for continuing isolation. Otherwise issuer proceeds for creating the energization permit. Issuer Tick the required conditions and approves the Permit (P5E).

Executor accepts Energization Permit (P5E) in the system and take the print of work permit. Issuer and receiver need to sign final print out of work permit.

Executor will go to electrical switch house/ sub-station and remove the tag and mechanical lock. On completion of the electrical energization, executor initiate request online closure of the Energization Permit (P5E). The permit(P5E) is closed by issuer on receiving the Energization Permit (P5E) in the system.


ELECTRICAL ENERGIZATION PERMIT(P5E)
Issuer requests for equipment Energization from consolidated list of isolated permit (P5I)
Click: Create Energization Permit
A list of open Permit related to this isolation
Yes
User Enters reason for Continuing Energization
No
Issuer issues Energization Permit (P5E)
Electrical Maintenance receives Energization Permit (P5E)
Print Energization Permit (P5E) & Signature by Issuer & Receiver
Related LOTO removed & physical Energization of Equipment (motors etc.) done at SH/SS
Closure / Handling over of the Energization Permit (P5E) by Electrical Maintenance
Issuer accepts closure of Energization Permit (P5E)

6. **c) Routine Cold work Permit (P6) :**

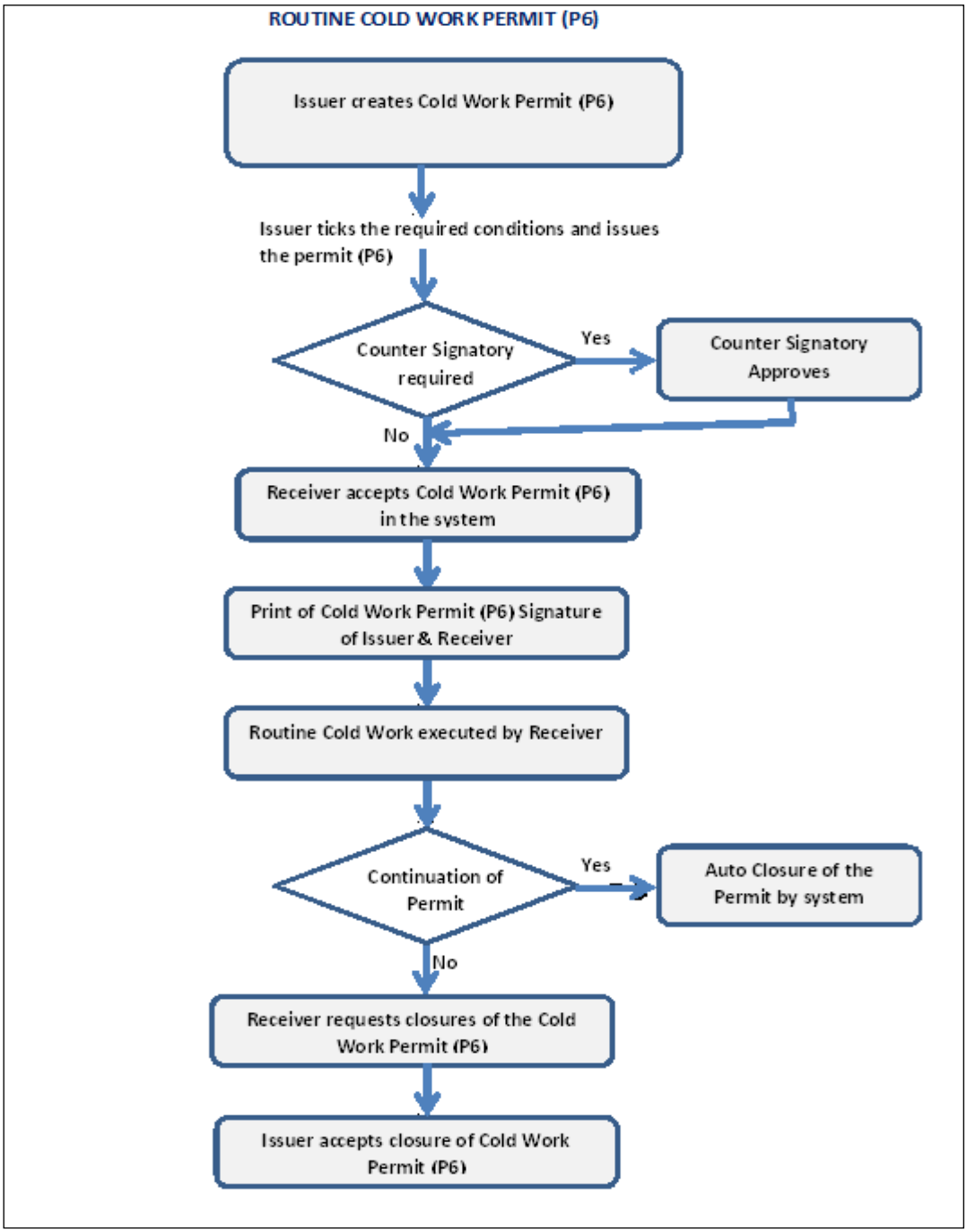
For routine nature of jobs on line Work Authorization is not required. The executor has to directly approach to the area issuer (area Charge hand / Shift in charge) for obtaining the Work Permit to carry out the job. If the counter signature is required for this cold job, Issuer will select the counter signatories of that area. Parallel approval of work permit will be done on line by counter signatories. (Same as Authorization). On line receiver receives Work Permit. On acceptance receiver can take the print of the work permit. Issuer, receiver and contractor supervisor need to sign final print out of work permit before commencement of the job.

These are the routine works carried out in the facilities with minimal injury hazard and can be reviewed & approved by the Plant Shift Incharge for ensuring adequate controls for safe execution, Job request to be created by executor in e-portal.

Activities included in this category are routine PM of pumps / motors, suction strainer cleaning (excluding hydrocarbon service), greasing etc.

For these works, Cold work permit shall be issued by Shift Incharge of the plant and no further approval from **GSI / FZS is required.**

r. Routine preventive maintenance of pumps / motors valves / exchangers, etc.
s. Suction strainer cleaning excluding hydrocarbon service.
t. Piping, valves, fittings replacement.
u. Masonry / construction job.
v. Cold cutting.
w. Cold insulation job.
x. Hydro testing.
y. Glands, seal bearing replacement etc.
z. Replacing lamps.
aa. Painting/Spray painting.
bb. Road closure / making / repairs without asphalting.
cc. Manual Excavation.

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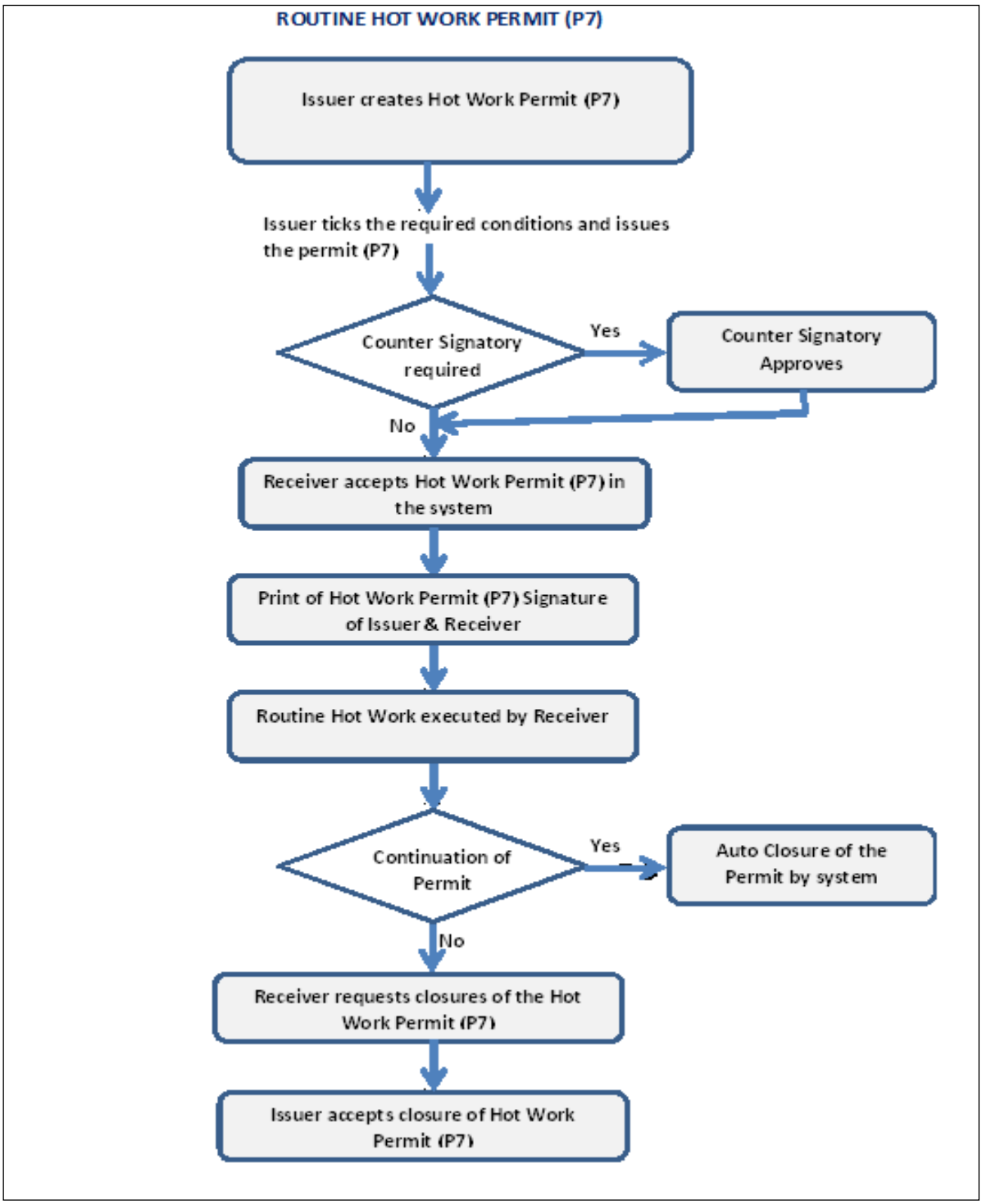
**6.d) Routine Hot Work Permit (P7) :**

For routine nature of hot jobs i.e. Chipping except Hydrogen related services / units, Vehicle Entry inside battery limit area, Photography, Use of battery operated equipment and cable fault finding etc. On line work authorization is not required. The executor has to directly approach to the area issuer (area Charge hand / Shift in charge) for obtaining the on line hot work permit to carry out the job in plant area. If the counter signature is required for this hot job, Issuer will select the counter signatories of that area. Parallel approval of work permit will be done on line by counter signatories. (Same as Authorization). executor receives work permit on line. On acceptance executor can take the print of work permit. Issuer, executor and contractor supervisor need to sign final print out of work permit before commencement of job.

These are the routine works carried out in the facilities with minimal fire / injury hazard and can be reviewed & approved by the Plant Shift Incharge for ensuring adequate controls for safe execution.

a. Activities included in this category are BPCL certified vehicle entry, chipping, photography, use of battery operated equipment, valve/gasket replacement, routine PM of pumps / motors, suction strainer cleaning, greasing etc.
b. For these works, based on the nature of work Cold or Hot Work permit shall be issued by Shift Incharge of the plant and no further approval from GSI / FZS is required.
c. Chipping.
d. Vehicle entry inside battery limit.
e. Photography.
f. Use of Battery operated equipment.
g. Fire water network isolation within unit.

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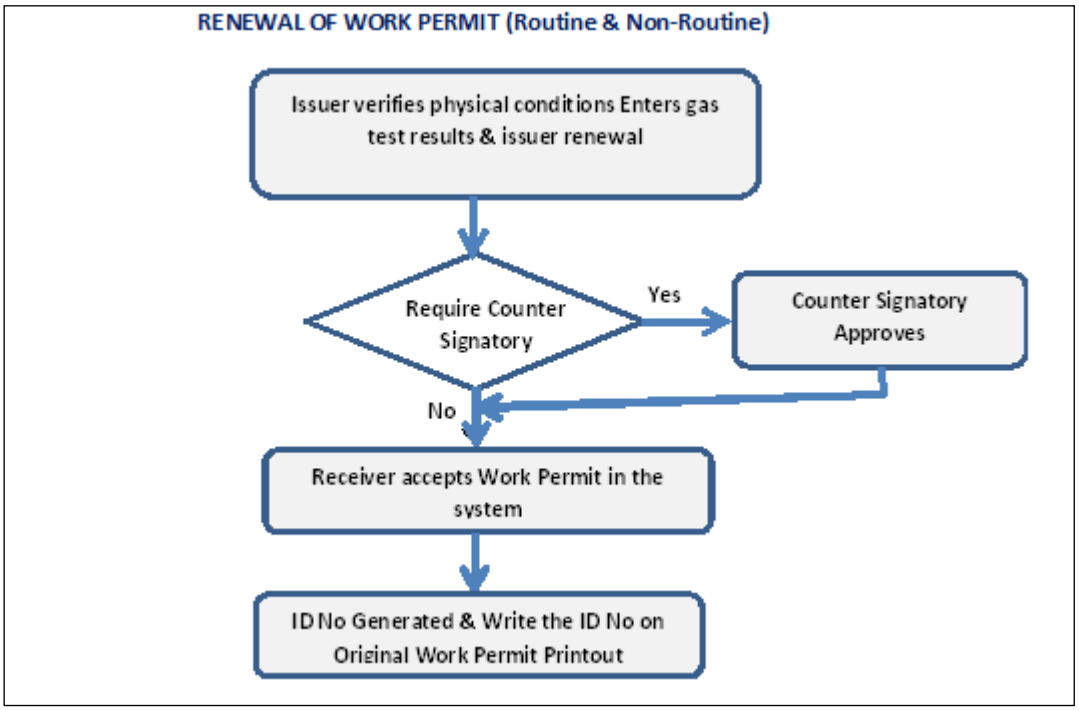
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**7.Renewal of work permit: (both routine and non-routine work)**

The issuer then refers the related work authorization (for non-routine work), visits the site with executor and issues a related work permit to carry out the job at site after satisfying the conditions prescribed therein. Issuer enters the gas test results and issue renewal on line. If Issuer select the counter signatories of that area, parallel approval of work permit will be done by counter signatories. (Same as Authorization) Receiver receives work permit on line. On acceptance of the permit one ID is generated. This ID no. has to be written on the original print out. Issuer, receiver and contractor supervisor need to sign on the original permit before commencement of the job.



## 8.Closure of work permit (both routine and non-routine work)

On completion of job, executor applies online for the closer of the work permit to area issuer. Issuer closes the work permit on line.

## 9.Work Permit Validity Period and Renewal

Work permit to be issued / renewed for routine/ non routine jobs as per the details mentioned below.

| Category | Validity Period | Renewal |
|---|---|---|
| a. Routine | Up to 7 days | Permit needs to be renewed after every shift. |
| b. Non Routine | Up to 7 days | Permit needs to be renewed after every shift |

## 10.Procedure for LOTO:

### First Step: isolation / de-energization

Process/Operations SIC issues an EIP to authorized Electrical person for isolation of an Electrical driven equipment clearly mentioning the purpose of isolation. A lock with its key is also given along with EIP. This lock shall be blue in Colour.

PROCESS /Ops

MECHANICAL

ELECTRICAL

OTHERS

***Colour Code for LOCKS***

- Authorised Electrical person isolates the Energy isolating device, applies this lock on isolating device and puts a Tag on the feeder. The key is given back to Process/Ops SIC along with EIP**.**

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|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

- Process/Ops SIC keeps this key inside the one of the group lotobox with proper Recording in LOTO register

- Process/Ops SIC issues a different lock & key (Red / Yellow / Green) along with a work permit to the requester dept. and keeps a record in **LOTO register.**

- Receiver dept. applies this lock on the same group lotobox in which key is kept and keeps the key with him till job is completed in all respect.
- In cases where more than one dept. requires lockout on the same equipment, Process/Ops SIC issues one lock & key to each dept. having different colors along with work permits.
- Each dept. places their lock on the same group lotobox in which the process key has been kept and retains their key with them till completion of the job in all respect.

**ENERGISATION / RESTORATION :**

- After completion of the job, each dept. removes their lock and returns it back to Process/Ops SIC along with the permit.
- When ALL the issued permits along with the locks and keys is returned back to Process/Ops SIC, Process S/I initiates the process of energization of the feeder.
- Process S/I certifies that job has been completed and returns back the EIP and key to Authorized Electrical Person.
- For More details, refer LOTO SOP.

**11.Safety Compliance:**

Several activities involved in the above permits require compliance to safety requirements prior to commencement of work. Following safety compliance in support of work permit system to be followed as per applicability:

a. Permit for Electrical Isolation/Restoration. Coupled with LOTO.
b. Permission for Excavation through system, to be taken by Executor from diff. departments.
c. Permission for Radiography to be taken in P1.
d. Positive Isolation Certificate/Blind List.
e. Scaffolding Certificate and Tag, Filling and Tagging to be done by concerned Executor
f. Record of Fire Water Network Isolation
g. Electrical Isolation Tag
h. Danger "Do Not Operate Tag", Filling and Tagging to be done by concerned Issuer

| | Work Permit | | | Permission for radiography/ excavation through system | |
|---|---|---|---|---|---|
| | Cold | Hot | Electrical Isolation | Radiography | Excavation |
| Approval for permit | GSI | GSI / FZS | Shift I/C / Elect. GSI | RSO/Inspection. | Elect, Civil, IT, Inst, F&S, TS, Area GSI |
| Acknowledgement | AE / JE | A.E / JE | AE / JE | ----- | ----- |

Special Approval: In cases including but not limited to following, the approval shall be obtained from Factory Manager:

1. Entry in inert atmosphere or where oxygen concentration is below 19.5 % & more than 22.5%.
2. LEL reading (presence of combustible gases & vapors) is more than 10%.
3. Toxic Gas concentration is more than TLV.
4. Any other case referred by Area-DGM/CM.
5. In case of outsourcing of activities respective area DGM/CM (Process / Maintenance) as per applicability, will nominate the Contractors Supervisor based on his technical competence for nomination as Issuer / Executor, who then will be trained, tested & authorized by F&S Dept.

## 12. Area Distribution:

a. Based on the process activities and for convenience of ensuring adequate work controls for carrying out activities, the entire facilities shall be divided in Fire Zones.
b. Factory Manager to issue the Fire Zones Distribution for all the facilities and the same should be reviewed periodically.
c. Inside the facilities, the Roads will be owned by the respective Area Managers.
d. CM will take over in case of non-availability (vacancy) of DGM where applicable.
e. In absence of designated GSI, the FZS will sign the work permits as GSI.
f. In absence of FZS, the alternate person as indicated in the list will sign as FZS.
g. Refinery Shift Manager will be FZS in case of emergency works after normal working hours and holidays.
h. Factory Manager is authorized to revise / delegate the authority of GSI / FZS as per requirements.

## 13. Process of Authorization for Issuer / Executor

a. Head of Dep. shall identify Issuers / Executors based on technical competency and send Nomination of the identified persons for authorization as Issuers & Executors for work permit training to Training Center.
b. Fire & Safety Dept. shall plan & arrange training.
c. F&S Dept. shall prepare, Impart training for Issuers & Executors. All issuers & Executors shall have to undergo a refresher training every year or after every major revision.
d. Validation questionnaire shall be prepared by Safety Dept. Based on validation safety Dept. they will certify the issuer / Executors in line with minimum requirement i.e. 80% in validation. Fire & Safety Dept. shall declare final list of issuers/executors & Maintain record. Fire & Safety Dept. shall issue the Authorization cards to all issuers/executors.
e. F&S Dept. shall maintain list of all approved issuers & Executors.
f. Validity of certification shall be maximum one year from date of training.

## 14.Roles And Responsibilities of Personnel Involved In Permit Process

BPCL operations (Refinery Complex, BDT & COT Vadinar) involve transportation, storage, & refining of crude, intermediate & finish products. While the titles of responsible persons may differ from location to location based on their functional roles, the broad classification of their roles in the Work Permit process remains uniform. Where clarity of individual's role is lacking, the Permit custodian gives such clarification in consultation with the Factory Manager BPCL refinery.

| Role in WPS System | Examples of Job Titles |
|---|---|
| Contract Supervisor | Authorized Supervisor of Contractor/ Service Provider/Agency. |
| O&M Engineer | Authorized to Sign as Issuer/Executor and AE/JE wherever required and authorized. |
| Executor | Maintenance Managers / Shift In-charge/ E/AM/AE /JE |
| Assistant Engineer | Field Officer/designated area engineer |
| Issuer | Plant Shift Incharge/Dept. AM/E |
| GSI | Manager of the area in general, as per approved list of GSI. Refer Annexure - 2. |
| FZS | Area DGM /GM in general / individual unit head/ Dept. head (wherever applicable), as per approved list of FZS. Refer Annexure - 2. |

## 14.1 Issuing Department

a. Overall responsibility for issue of work permits & permission note and their control lies with the permit issuing authority.
b. The shift Incharge shall ensure that adequate cleaning and purging is carried out and the atmosphere is tested. Issuing Authority is responsible for preparation & handing over of the equipment in safe condition to perform the work. His signature as issuer shall mean understanding the job, safe handing over & monitoring of site conditions.
c. The issuer shall close the permit after the job has been completed/stopped.

d. To renew the permits along with Assistant engineer as requested by the maintenance, after satisfying that site conditions that are safe for renewal of the permit procedure.

e. The Assistant Engineer shall read the work permit, check the site compliance to permit conditions & sign original permit. He shall monitor the site conditions & executing group's compliance to permit conditions. He shall have work permit awareness training. Permit is valid only after obtaining Assistant Engineer signature or alternate person assigned by HOD to fulfill Assistant Engineer responsibility.
f. Carry out gas checks as per the requirement of the permits.
g. Shift incharge should inform to panel engineer about status of permits issued.
h. Issuer shall maintain a daily register of permits issued, renewed and closed in a register. The register shall be updated in every shift to provide accurate status of the permits. Refer Annexure – 15.

## 14.2Roles of Executing Department

a. Responsible for the safe execution of the job and shall ensure that all the precautions pointed out in the permit and Authorizations are adequately complied with, and the safety gadgets and appliances are made available and used.
b. To obtain all clearances / countersigns / registrations for the permit as per requirement.

c. Upon completion of the job, the Executor shall ensure that the job location is cleared of all the unwanted materials, made safe & ensuring housekeeping.
d. The Executor shall return the permit for closure as soon as the job specified in the permit is completed. To request for the extension of the permit well in advance.
e. To ensure that all relevant PPE as identified in the permit are worn by the contractor personnel.
f. To ensure all tools, tackles, welding machines and gas cutting equipment are inspected and is in Good condition for use.
g. Executor also ensures that the vehicle & welding machine has proper & valid safety & electrical certificate respectively.
h. To provide proper access for all jobs which are above 1.8 m height.
i. To Provide to the point Executor risk assessment (E-RA) covering all engineering and equipment hazards of executing department/agency.

### 14.3 Area Owner / Section Head

a. Area Owner / Section Head shall send request for training of personnel in implementing the safe work permit.
b. The Area Owner / Section Head shall ensure that the permit issuers and Executors are trained in safe work permit procedure and shall authorize persons by name.

### 14.4 Fire Zone Signatories / Gas Safety Inspectors

a. Decide whether the work is critical & inspect the work site with the Executor before issuing the permit. He shall inform Fire Control Room about all critical works.
b. All critical work permits will be reviewed and issued by Fire Zone Signatory of the concerned area after specifying the permit requirements.
c. All other work permits, other than the critical work permits will be reviewed and issued by Gas Safety Inspector of the concerned area after specifying the required conditions.

### 14.5 Fire & Safety Department

a. Responsible for training of personnel on Safe Work Permit procedure jointly with fire & safety.
b. Shall provide guidelines for validation and authorization of issuers and Executors to the concerned Area Owner / Section Head.
c. They shall recommend to the Area Owner / Section Head for enlisting the name of a person as authorized issuer, Executor for the particular type of permit.
d. Endorsement of all hot work non routine and confined space entry permits shall be done by respective area safety officer.

### 14.6 Fire Watch

The Fire Watch is a member of the work team or provided by the Company who is trained in the use of fire hoses/extinguishers. He is responsible for maintaining a fire watch during the entire period of work extending to additional thirty-minute period after any naked flame work has ceased, to ensure that no combustible materials have been ignited during the final stages of the work. He must know how to raise an alarm, and what to do in the event of an emergency.

***Fire Watch – will be a trained authorized person from permit executing department.***

### 14.7 Confined Space Attendant

The confined space attendant is a member of the work team or provided by the company who is trained in confined space entry procedure. He shall be responsible for monitoring safety of all the persons entered inside confined space during the period of work inside confine space. He must be trained in rescue techniques and should know how to raise an alarm and what to do in the event of an emergency.

For special situations such as naked flame work inside a vessel etc. he should also undergo fire watch training.

***Confined Space Attendant – will be a trained authorized person from permit executing department.***

### 14.8 Fire Standby

In cases of works having high potential of fire/ emergency or any critical jobs, Fire crew with fire tender to be provided as fire standby on request of Area Owner/ Section Head as per Fire Standby procedure BPCL/FIRE/SOP/02.

## 15 Positive Isolation Certificate and Tag

Whenever the work on any process equipment/machine, pipe line or any entry into confined space are to be carried out, it is necessary to carry out positive isolation of the equipment/pipeline from all possible sources of energy materials.

The isolation certificate will include a diagram (P & ID) showing the isolation locations during the work on any process equipment/machine or pipeline.

For one job there may more isolations were required, for which one isolation certificate will be taken. Isolation Tags "DO NO OPERATE" to be provided on identified equipment/machine or pipeline. The number of Isolation Tags may be more than one. Danger Do not operate tag filling and tagging shall be done Concerned Process/Operations Dept.

See **Annexure – 15** for Positive Isolation certificate, **Annexure – 20** for the Positive isolation tag.

## 16.Scaffolding Certificate and Tag

The Scaffolding Certificate defines the requirements to check the stability and strength of the scaffold that is being used for work at height. See **Annexure -16** for the format of Scaffolding Certificate. Scaffolding tag is to be provided after inspection and getting signed certificate of Scaffolding. Scaffolding certificate original copy to be kept with competent inspection authority and one copy of certificate to be provided to area in-charge where scaffolding erected for any job purpose. Concerned Mechanical Maintenance of the unit shall fill the checklist and provide the tag on the scaffold.

## 17.Record of Fire Water Network Isolation

The fire water network comprising of fire pumps and fire water header (underground and aboveground) is the only source of fire water supply to the associated fire protection systems such as hydrants, monitors, MVWS, HVWS and Water spray system, Semi - fixed foam systems, etc. The network is provided with number of isolation valves incorporated at strategic locations so that the repair and maintenance of the fire pumps,

fire water headers, isolation valves and all other related downstream systems is carried out whenever required without endangering safety of the plants in the complex.
Whenever fire water network isolation is needed to carry out any repair or maintenance job of hydrants, monitors, MVWS, HVWS and Water spray system, Semi - fixed foam systems, etc., inform Fire & Safety to isolate required section/loop of fire water network. Fire & Safety is responsible for isolation/de-isolation of any section/ loop of fire water network and will maintain record of isolation/de-isolation in

prescribed format as per Annexure – 20. Isolation tag "Do Not Operate" to be provided on isolated valves.

## 18. Risk Assessment (RA)

Risk Assessment is a technique that shall be used for identification and assessment of the risks from critical works carried out in the BPCL facilities. After the assessment of the risk, control measures are implemented to reduce the risk to acceptable or tolerable levels.

a. Risk Assessment shall be carried out for all Critical works (Hot work permit, Excavation (P2 & P2a)/ confined space entry(P3)/ Electrical Work Permit (P4) and Cold work permit non routine. A copy of the RA sheet shall be attached with the permits.
b. Copy of the approved RA sheets shall be kept along with the permit and displayed at the work site. The risk assessment sheet shall be returned to the issuer along
c. with closed permit for records.
d. Conducting RA for non-critical works (Hot/Cold routine permits) shall be discretion of Area GSI.
j. Risk Assessment shall be carried out by respective GSI for process/operation dept. Executor risk assessment (E-RA) will be submitted by job executor and get it approved by his/her line incharge as E-RA Approver covering all engineering and equipment hazards of executing department/agency.
e. As per the case requirement in critical jobs a Multidisciplinary RA will be made in which process/operation, Executor Department, Fire & Safety, TS, Inspection or any other department if required will participate and prepare risk assessment

sheet. In some Cases, O&M Agency shall also get involved in preparation of RA or may be called in for participation as per applicability.

## 18.1 RA Procedure

### a. Selection of Task for RA

The task selected shall be divided into basic job steps in order to determine the risk involved, precautionary measures and contingency plant required to mitigate the risk.

### b. Potential Hazards

It is highly essential to identify potential hazards associated with each step of the task to be accomplished. Every possible source of energy (such as electrical,

mechanical, hydraulic, pneumatic) damage as well as injury must be identified. It is required to look the entire work sequence & location to determine every possible hazard that might exist.

### c. Control Measures

a. Based on the sequence of steps and potential hazards associated with each step, the control measure shall be adopted to eliminate, control or minimize hazards that could lead to accidents, injuries, damage to environment or possible occupational illness.

b. Each precaution shall correspond to the job steps and identified hazards.

c. RA for jobs that involve the use of chemicals should include a review of MSDS sheet as a part of RA.

### d. Contingency Plan

Contingency plan is to be prepared for identified hazards. Contingency plan should comprise details of action taken in case of any emergency.

### e. Departmental HIRA

If applicable, Departmental HIRA should be used as a cross reference for identifying hazards involved in selected jobs for RA.

**f. RA Format**

A Risk assessment format is given in Annexure - 13, which is to be used for record & to carry out RA for a particular task or activity.

**19.General Information**

a. If the work is being earned out on equipment which has owner other than the issuing area the area owner issues the work permit & is then counter signed by equipment owner shift Incharge/ Area Owner of the equipment.

b. It is advisable to prepare a relevant sketch / P&ID duly identified and marked with locations of isolations including inter plant isolations, adjacent lines / equipment to be protected, etc., and attach the same with the work permit.

c. No person shall issue a permit to himself.

d. In case a job has to be earned out by a contractor, the application shall be made by respective BPCL maintenance personnel under whose supervision the work is going to be earned out. All such permits are registered in the name of concerned maintenance personnel. However name of the contractor shall be indicated on the permit and the Contractor Supervisor shall sign the permit to ensure that he understands and accepts the conditions mentioned in the permit. In case contractor supervisor is not required, please mention NA (not applicable) in the signature column of acknowledgement.

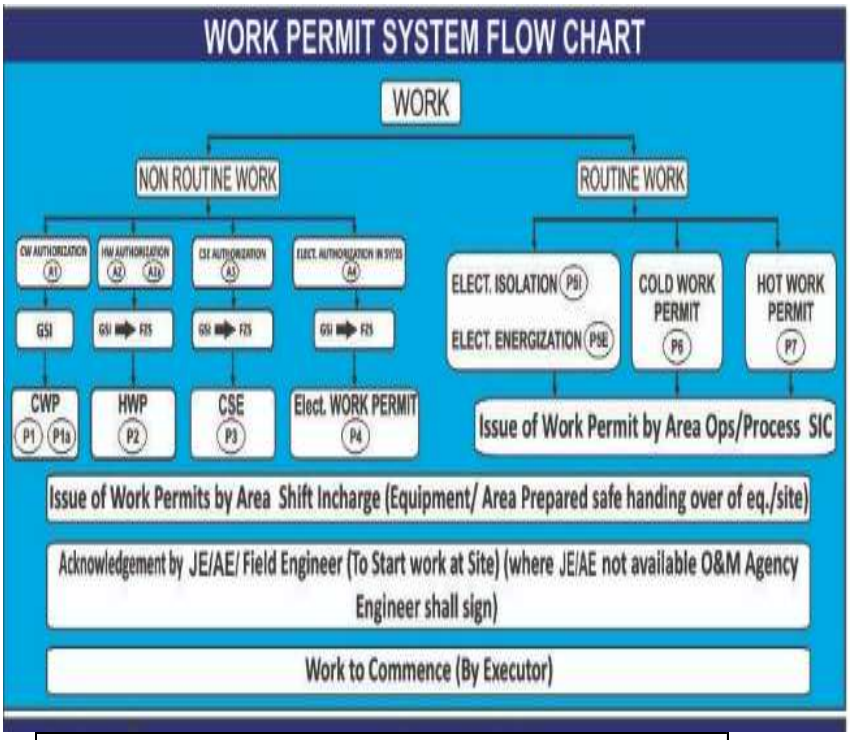
e. In cases different groups of a single contractor are working in the same unit carrying different jobs, then each group will be issued a separate permit depending on the nature of job. In cases the job are earned out at separate locations with same executing /contractor agencies then separate permit respective to the each location shall be issued.

f. Permits for general jobs in sub-stations or SRR like welding, cutting, floor repair, painting, excavation, etc., shall be issued by shift engineer or by concerned electrical/instrument engineer. Counter signed by Shift Incharge is required if the plant is affected.

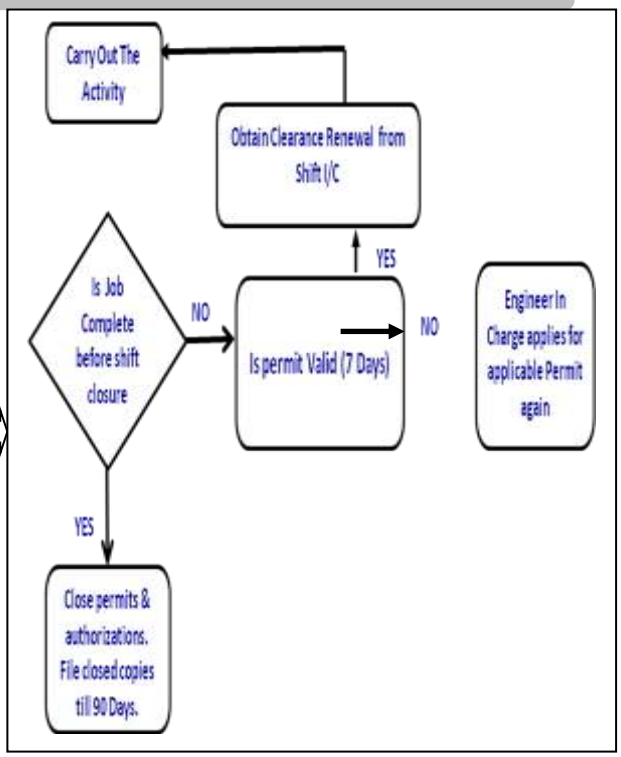
## 19.1 Flow Chart:

Depending upon the type of work to be earned out the Executor will approach the respective GSI / FZS as per the Fire Zones Distribution. The process for the permits & permission is on next page:

**WORK PERMIT FLOW CHART**




**RENEWAL/CLOSURE OF THE PERMIT**




### Types of Permit

| Routine Work Permits | |
|---|---|
| Permit Codes | Type of work Work |
| P5 I | Electrical Isolation |
| P5 E | Energization |
| P6 | Routine Cold Jobs |
| P7 | Routine Hot Jobs |
| **Non Routine Work Permits** | |
| Permit Codes | Type of work Work |
| P1 | Cold job, Vessel box up &Radiography |
| P1 a | Working at Height |
| P2 | Hot job, Use of 230/440 V &Excavation work |
| P3 | Confined Space Entry |
| P4 | Electrical Work()Use of 230/240 V at Sub Station |

### COUNTERSIGN REQUIRED

| WHEN | AUTHORIZED PERSON |
|---|---|
| ELECTRICAL (>230v) | AREA ELECT. ENGINEER |
| EXCAVATION | Elect, Civil, IT, Inst, F&S, TS, Area GSI |
| RADIOGRAPHY | RSO/Inst./Insp. |
| WORK ON COMMON EQUIPMENTS/AREA | EQUIPMENT / AREA OWNERS |
| JOB ON FIRE HEADER | SR. MANAGER/MANAGER - FIRE |
| DYKE CUTTING | DGM/GM-TS |
| HOT TAPPING | CGM (MFG) |
| ROAD CUTTING | SR.MGR/CHIEF MGR/DGM-F&S |

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

## WORK IN DIFFERENT CATEGORY

| Work | Routine Work | | Non Routine Work | |
|---|---|---|---|---|
| PERMITS | COLD WORK & ELECT. ISOLATION & ENERGIZATION | HOT WORK | COLD WORK, RADIOGRAPHY, VESSEL BOXUP, WORK AT HEIGHT & CSE | HOT WORK, EXCAVATION, CSE & ELECTRICAL WORK IN SS/SWITCH YARD |
| Sr. No. | Authorization not required | | Authorization by GSI / FZS / HOD | |
| 1 | Cold cutting. | Dechoking and cleaning of process and utility line. | Erection and removal of scaffolding (working above 1.8 mts height.). | Welding/Cutting/Grinding/Buffing/Drilling. |
| 2 | Cold insulation job. | Providing temporary extra electrical lighting / connection. | Opening of Turbine, pumps and compressors including sumps and crank cases where applicable. | Spark producing hand tools in Hazardous Zone. |
| 3 | Hydro testing. | Chipping | Maintenance work on electrical equipment in the process area. | Diesel / motor driven mobile equipment such as dewatering pump. |
| 4 | Manual Excavation. | Vehicle entry inside battery limit | Work on fragile roof. | Use of equipment operated by internal combustion engines/ non-routine diesel / IC driven equipment. |
| 5 | Replacing lamps. | Photography | Painting of equipment, Pipelines or Technical Structure inside process area/ battery limit. | Road Closure /making/repairs with asphalting. |
| 6 | Painting/Spray painting. | Use of battery operated equipment | Shot Blasting. | Hacksaw cutting on Hydrocarbon line. |
| 7 | Road closure / making / repairs without asphalting. | Fire water network Isolation within unit. | Unsure / Cold non-routine activities. | Holiday test. |
| 8 | Suction strainer cleaning excluding hydrocarbon service. | | Fermenting & online sealing. | Dyke cutting. |
| 9 | Glands, seal bearing replacement excluding hydrocarbon service. | | Pneumatic testing. | Flare line blinding / de-blinding. |
| 10 | Routine preventive maintenance of pumps /motors valves / exchangers. | | Use of lifting tools | Confined space/Inert atmosphere entry. |
| 11 | | | Vessel Box up | Hot bolting/ bolt tightening machine using electrically driven motor. |
| 12 | | | Suction strainer cleaning involving hydrocarbon service. | Pneumatic operated chisel / breaker. |
| 13 | | | Piping, valves, fittings replacement. | Fire water network isolation entire unit/more than one unit. |
| 14 | | | Masonry / construction job. | Erection of equipment/Structure etc. in the plant battery limit. |
| 15 | | | Glands, seal bearing replacement of hydrocarbon service. | Blinding and deblinding activities where toxic gas, High temperature/pressure hydrocarbon etc. is expected to come out. |
| 16 | | | Any other job which was not covered under cold work routine permit. | Hot tapping involving welding & drilling of pipelines. |
| 17 | | | Work involving radioactive source Isolation/Shifting, x-ray & radiography equipment. | Road cutting using powered tools. |
| 18 | | | | Cable jointing. |
| 19 | | | | Hydro jetting. |

Note :

A. Risk assessment shall be carried out for all critical works (Hot work permit/Cold work permit/Electrical work permit/ confined space entry) A copy of the R.A. Sheet shall be attached with permits.

B. Conducting R.A. for non critical works (Hot/Cold Routine) Shall be discretion of Area GSI.

C. Uploading RA and E-RA is compulsory for non-routine jobs with required approval cycles.

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**20. Process common to all the permits:**

a. The Executor and issuer shall jointly visit the site and assess the risk of the job and the compliance of conditions specified by GSI / FZS. Upon his satisfaction the permit will be issued by the Shift In-Charge.

b. All maintenance/ inspection / construction jobs in the Refinery complex at a height of 1.8 meter or above where permanent access and platform is not provided. Scaffolding with proper access shall be prepared & certified by Mechanical Maintenance engineer.

c. Separate permits shall be issued for preparatory jobs like equipment blinding, isolation, scaffolding erection, etc. before a permit is issued for actual job execution.

d. Hot & CSE Permit shall be made in triplicate. Cold Work permit will be made in duplicate. The Executor shall take the original copy for display, the second copy shall be retained by the issuer and the third copy sent to Fire & Safety Department in case of Hot & CSE permits. In case of Cold Work Permit no copy is required to be sent to Fire & Safety.

e. All Hot & CSE permits shall be registered with the fire department by the issuer over telephone and a registration number to be obtained which will be mentioned in the permit.

f. Necessary gas testing shall be done by the AE /JE where AE /JE not available the person nominated by plant SIC may take gas test. who shall be authorized by Fire & Safety after proper training. Gas testing shall be done after 30 minutes once purging is completed / stopped to ensure correct reading. Results of gas testing are entered in the permit in the appropriate location. Gas testing shall be done as per the frequency specified in the permit but during each renewal. Gas Testing Reading shall be mentioned in Plant SIC Log Book also as permit he can mention in the starting of shift. In case of a hot work in CSE gas test shall be earned out after every break in the job.

g. Jobs which require assistance of Fire crew for standby purposes shall be communicated to the fire department a day in advance by the issuer. Area Owner / Section Head in consultation with Mgr/CM of F&S will decide regarding such requirements.

h. Before commencing work, the field officer (may be a O&M Agency Engineer if authorized to do so by head of area and F&S dept.) or A. E.(wherever available) shall ensure that necessary precautions have been completed as detailed in the permit and acknowledge that the job has commenced in his presence by signing on the permit copy of the Executor.

i. If an emergency, siren is sounded in the plant/area while hot work is in progress, then all the hot jobs shall be stopped until all clear siren is sounded.
Except for the routine testing of siren.

j. A blanket permit for one week will be issued. However, for hot works normal procedure for hot work shall apply.

k. In case of BPCL operated Workshops /Contractor Yards a blanket Hot work permit for 1 week validity /will be issued. However the scope of activities shall be defined in the permit.

l. Validity and Extension

a) Issuer & Executor shall inspect the work site before giving clearance for the job.
b) Hot Work Permits & Cold Work Permits can be issued for a total seven calendar days maximum.
c) In case the job is continued beyond the shift of permit issue the Executor has to renew the permit every shift in which the job is to be earned out from the issuer.
d) The issuer and AE/O&M Agency Engineer shall inspect the job location before renewing the permit.
e) Renewals for Hot Works shall be registered with Fire & Safety Department.
f) GSI / FZS can extend the permit validity for a maximum 7 days. For work beyond seven days, a new work permit has to be issued after closing the present work permit as per the same procedure followed before.
g) Details of renewal /extension shall be recorded on the permit

## 21. General Safety Guidelines

### a. Cold Work Permit

a. Issuer shall ensure that, before issuing a Cold Work Permit, all necessary preparations are done to ensure that the work can be undertaken in a safe manner.

b. Executor shall ensure that tools used do not produce any spark (ex. brass hammer, running water while concrete chipping, cold cutting or cold drilling).

c. Executor shall indicate to issuer that his battery/electric-operated items are intrinsically safe or explosion-proof. If not he/she shall provide necessary requirements to counter any emergency and safeguarding dangers involved.

d. Respiratory protection will be required while working in open areas due to presence or the possibility of release of toxic/flammable gas during the course of work. Only trained personnel shall wear appropriate respiratory protection.

e. Gas masks (cartridge respirators)/ Escape air mask can be worn if the toxic concentration is known but is not Immediately Dangerous to Life or Health. Escape air mask or self-contained breathing apparatus (SCBA) shall be available for emergency use.

f. Airline Mask with escape cylinder shall be used if toxic concentration exceeds TLV level. An attendant (standby man) ready with SCBA/ Air Mask shall remain in a nearby safe area, upwind of the job site and in line of sight of the work area, to undertake any rescue if required. He shall be equipped with proper means of communication with workers.

a. Work on or near (but not inside) any vessel, pipeline, pump, etc., which had been in the service of products containing Hydrogen Sulfide ($H_2S$) shall be handled with additional precautions.

**b. Permit for Hot Work/Excavation/Critical Works (P2)/Confined Space Entry(P3)/ Electrical Work Permit(P4)**

a. Permits shall be issued only if the atmosphere is free from flammable gases and all applicable isolations are identified and in place with proper tagging. Any reading on the explosimeter/LEL Meter/other portable or area monitor other than zero reading (0% LEL) indicates unsafe condition and hence permit shall not be issued.

b. If the hot work has to be done in a confined space, a check also is to be done to ensure that 19.5%-22.5% v/v oxygen is available inside confined space/vessel where hot work is to be earned out. If the oxygen concentration is more than 22.5 %, permit shall not be issued. A confined space/vessel entry permit shall also be obtained for all hot works planned to be earned out inside confined space. Gas Test shall be earned out after every break in hot work inside a Confined Space.

c. The issuer shall also ensure that there is no extraneous combustible material present within 8 meters' spherical distance from the job location. All the Hot work jobs are required to be effectively covered with welding blankets. When the job is done at height, running water hose should be provided for quenching the falling sparks. In other cases, the fire water hose can be kept ready with slight opening of the valve.

d. While hot work is in progress, no other conflicting hazardous work like breaking of lines, venting of flammable material from nearby equipment etc. shall be carried out. Issuer of the hot work permit must ensure that Panel Officer is aware of the job. Process parameters should be adequately monitored to ensure that there is no release from safety devices in to open atmosphere.

e. No hot work shall be allowed on associated pipelines/ equipment unless isolated and purged accordingly.

f. All the pipe lines/ equipment carrying hydrocarbons related to job location should necessary be depressurized, gas freed, steamed out, nitrogen purged, positively isolated and made free from residual material as per the standard operating procedure of the equipment preparation as approved by Area Owner.

g. The Executor shall make a stand by men available at job locations where hazardous materials are either stored or processed within 8 m. radius of hot

work. If sparks can fall on the places more than 8 m away, then those areas should also be covered with welding blankets.

h. While gas cutting or burning inside a confined space/vessel, the gas cutting torch / hoses shall not remain inside a confined space/vessel when not in use unless they have been disconnected from the gas cylinders. The gas cylinders should remain outside the confined space all the time. The acetylene cylinders shall be covered with wet welding blanket and shall be kept in upright position in a trolley.

i. All non-flame proof electric arc welding equipment shall be located in an area tested for free from flammable materials.

j. All Types of photography/Videography work inside the operational areas of plants shall be permitted with issuance of hot work permit. Other approval /Permission shall be taken as per Admin / Security Procedures.

k. All portable power tools viz. grinding machine, drilling machine shall be given electrical supply through ELCB/or any other workable circuit breaker only.

**l. It is recommended that all portable power tools / equipment in use shall be tested and certified by electrical maintenance department.**

m. For all practical purposes, the pipe works such as hydrocarbon lines, sprinkler lines etc. shall be removed from the plant for welding. The surrounding area shall be cordoned off and wet welding blankets should be used to prevent sparks flying through air.

n. For carrying out welding on on-line equipment, separate approved procedure made by Engineering department shall be followed.

o. Issuer / Executor must review the requirements of hot jobs in the plant. Hot works are to be earned out in the plant only in the cases it is impossible to carry out the same away from the plant. Fabrication to the extent possible shall always be done away from the plant in contractor shed / fabrication shop and only final hot jobs shall be done at the site, Also planning and prioritization of hot job is to be done in advance

p. While carrying out oxy-acetylene welding/cutting, it is recommended that Projects & Engineering services/ Mechanical maintenance engineer shall verify for valid inspection record of the particular gas cutting set as per approved procedure of engineering services - mechanical maintenance department.

q. Gas cutting set cylinders should always be carry in trolley. Carrying cylinders in loose fashion viz. on shoulder, by rolling shall not be permitted.

r. For excavation job using power equipment hot work permit and permission for excavation is required. For manual excavation work cold clearance and permission for excavation is required. The issuer, acceptance and validity for the check sheet will be applicable as per the permit procedure described in the various sections.

s. Mark excavation job in hot work permit as applicable.

t. Permission to be signed by respective departments prior to excavation job as mentioned in Annexure – 8.

u. For radiography job, cold work permit to be taken. The issuer, acceptance and validity for the check sheet will be applicable as per the permit procedure described in the various sections.

v. Mark the Radiography job in cold work permit as applicable. RSO permission is required before taking any cold work permit involving radiography.

**c. <u>Electrical Isolation / Restoration coupled with LOTO</u>**

a. The request for electrical isolation / restoration permit is made up of single sheet with Section A and B. Section A is to be prepared for electrical isolation / de-energization and Section B shall be prepared for de isolation / energization after completing the JOB.

b. Operations Shift Incharge requiring isolation of electrical power, first makes the request for electrical isolation and it is sent to Electrical Department for carrying out the isolation.

c. After isolating the electrical power, taking adequate applicable safety precautions as specified and providing pad lock and fixing the 'danger tag' on the panel, the electrical engineer or his authorized officer acknowledges the same and send permit to Operation department along with pad lock key. Please check Danger Isolation tag in Annexure – 17.

d. The shift Incharge keeps the key displayed in Control Room and then hand over the permit to maintenance engineer (permit Executor) after his endorsement.

e. When the job is completed and power restoration is required, the maintenance engineer fills the relevant section in the permit and returns to Operation department along with pad lock key after his endorsement. Operations send this to Electrical department by filling request portion of Section B for Restoration of the electrical power. Electrical engineer upon receipt of pad lock key & permit restores the power supply and acknowledges the same in the permit and send back to Operations after keeping a copy in his records.

f. Electrical engineer shall also maintain an independent register of recording of electrical isolations / restorations in the substation.

g. In case the isolation is required for Electrical Department activities the permit will be issued by the Electrical Department GSI of the area and countersign from Process if required shall be obtained.

**d. Permission for Excavation and Radiography in addition to permit through system**

Permission required for Excavation and Radiography jobs and take hot work and cold permit respectively as per Annexure - 4. It is a written document in approved prescribed formats for specific work or activity and is an integral part of attachment to the associated hot work permit. The issue, acceptance and validity for the check sheet shall be applicable as per the permit procedure described in the various sections.

**e. Confined Space Entry**

**Special Care for Confined Space Entry**

This permit is required for entry of personnel into confined spaces/vessel for the purpose of repair / maintenance / inspection / cleaning works. In practical terms confined spaces/vessel at refinery complex would mean space containing or having contained or space which may have contained gas, hydrocarbons, chemicals or deficient in oxygen for normal breathing and it is not designed for continuous human occupancy. Some of the examples of confined space are oil tanks, water tanks, condensate tanks, columns, reactors, oil water sewer pits, coolers, condensers, reservoirs, pipe lines, tanker trucks, skirts of column and vessels, floating roof decks etc. Prior to issue of a confined space / vessel entry permit the following activities shall be completed:

h. Draining
i. Removal of sludge
j. Washing
k. Purging
l. Positive Isolation Ventilation
m. Confined space atmosphere testing
n. Radiation level check

**f. Positive Isolation**

a. Physical disconnection and slip plating are both acceptable means of mechanical / positive isolation for the purpose of entry into confined space/vessel. Shift engineer should prepare a list of all positive isolations done in a standard prescribed blind list before issuing confined space / vessel entry permit.
b. All instrument purge connections (N2, steam, etc.,) must also be positively blanked off. Location of blinds / slip plates should be as close to the vessel as possible.
c. All the associated electrical systems shall be isolated by issue of electrical isolation permit.
d. Blind List showing the equipment sketch (P & ID) and location of mechanical isolations shall be attached to the display copy of the permit.
e. Cross reference of other permits issued for mechanical isolation shall be entered into the confined space entry permit.
f. Positive Isolation certificate to be filled and issued to Executer with original copy. Duplicate copy of certificate to be kept for reference along with Shift Engineer.

**g. Ventilation**

Dispersal of fumes generated inside confined space / vessel by jobs like those that of welding, grinding, gouging etc. shall be done by using air movers / exhaust fans. However, such requirements shall be indicated by the issuer in the permit itself.

**h. Atmosphere Testing**

Before the initial entry is made into a confined space/vessel, the atmosphere shall be tested to determine whether it is safe for entry with or without breathing apparatus. The internal atmosphere of a confined space is free from danger once the following conditions are established. In case of it is required to enter a vessel for gas test by the Issuer, CSE permit shall be obtained which will be issued by the GSI of the area to the Gas Testing Authority (Shift Incharge). The gas test section

in this case shall not apply. However necessary respiratory protection shall be used and all other conditions shall be complied.

a. The oxygen content is between 19.5 and 22.5 % v/v.
b. The explosive meter tests, if relevant, indicate the absence of flammable gas or vapor.
c. The concentration of toxic gases or vapors is at a safe level i.e., less than the 50 % value of TLV. Vessel entry where no hot work is to be earned out may be permitted if combustible gases are up to 5 % of the Lower Explosive limit. Entry with a fresh air line mask may be permitted with LEL up to 50 %.
d. The gas testing shall be conducted from outside a confined space/vessel, but if it is necessary to enter to enable sampling, approved breathing apparatus shall be worn. Distress alarm may be worn for all confined space entries. In such cases gas tester shall obtain confine space entry permit. This permit shall fulfill all the condition of CSE permit except gas concentration test.
e. The results of the gas test shall be entered in the permit and duly signed. Periodic gas tests results shall also be entered on the permit copies.
**f. Air Supply :** Mechanical Air Ventilation to the confined space shall be stopped 30 minutes prior to atmosphere testing. This will enable correct reading of the atmosphere in the vessel. The ventilation should be restarted and maintained during the vessel entry.

**i. Radiation Sources**

Where radioisotopes are installed inside a confined space/vessel, the radioactive source must be withdrawn into the source holder and the shutter closed and locked before an entry permit is issued. If this is not possible, the source must be physically removed.

**j. Electrical isolations**

Positive isolation of all equipment operated by electric supply and associated/attached to the equipment shall be done in accordance with the procedure outlined in this document.

**k. General Safety Precautions**

a. In case of single man way vessels, it is to be ensured that adequate ventilation is ensured by opening / disconnecting flanges / nozzles of the vessel.
b. A trained standby person with appropriate BA set/other rescue devices should be provided by the Executor to keep in regular contact with the person(s) working inside confined space and to raise alarm in the event of an emergency.
c. The standby person shall maintain a list of persons working in confined space and shall collect the identity cards of the persons. He shall log the time spent in the vessel/ confined space. He should have emergency communication devices like radio set.

d. Always use special gadgets like fall arrest system with full body harness with double lanyard life line, distress alarm etc., while working inside deep vessels, columns, etc.
e. The standby person shall always remain at the man entry point. In case of more entry point separate standby persons shall kept for every man entry point.
f. Entrances or manholes shall be suitably covered and caution notice should be displayed at all times except when an entry permit is in force.
g. All the persons entering a confined space/vessel shall formally receive training in "Use of breathing apparatus".
h. Entry into hot equipment shall not be permitted unless the temperature has come down to below 50°C in the confined space and maintained with or without artificial ventilation.
i. All illumination hand lamps should be of max. 24V only. The hand lamp should have the lamp guard. For using in flammable atmosphere the hand lamps should be flame proof type only.
j. Use of 230V operated portable power tools / any other electrical device inside a confined space/vessel is prohibited.
k. Electrical equipment including lamps shall be in line with Hazardous Area Classification of the area.
l. Non Flame proof electrical equipment may be permitted for use in hazardous areas only when the area is declared as free from hydrocarbons.
m. In case of emergencies like toxic gas release or fire, the persons working in confined space must be withdrawn outside. The existing permit shall be closed in such cases and a fresh permit shall be issued after due Risk Assessment.

n. Persons shall also be withdrawn from the confined space whenever air mover / exhaust fan has stopped and also in case of power failure.

o. As far as possible use of volatile solvents shall be prohibited inside the confined spaces. If use of solvents is absolutely necessary, then no hot work permit is allowed inside the confined space. Suitable risk assessment shall be done and recorded in such cases.

p. When manholes are not provided at the ground level as an access or not provided with a platform at an elevated position, a scaffolding platform must be erected & certified prior to entry.

q. In case of requirement to enter a confined space by the plant person for carrying out gas test inside the authorization shall be obtained from the Area GSI / FZS.

## 22.Radiography and Nucleonic Level Gauges

### 22.1 Permission for Radiography

Permission for radiography is required while carrying out any radiography of weld joints. The competency of authorized agency to be verified and should be filled in the permission for radiography. The RSO of the agency should ensure its compliance. The inspection department should endorse it in approval section.

The executor is responsible to mention job details in the permission for radiography and will request inspection department to carry out radiography.

The contractor supervisor should acknowledge that necessary precautions/compliance is ensured.

**Mandatory Precautions –**

a. Precautionary boards are to be displayed at work site.

b. Radiation level at barricaded perimeter should be as per AERB limit and it is to be ensured by contractor Supervisor while performing the job.

c. Radioactive Source to be stored in AERB approved pit rooms.

### 22.2 Nucleonic Level Gauge Isolation

**a.** Obtain Valid Work Permit from Operation for attending the specified nucleonic level gauge.

**b.** Ensure that permit is counter signed by RSO.

**c.** Ensure that radiation survey has been done by RSO and max radiation dose rate at working place has been mentioned in permit with time stamp.

**d.** Ensure that mentioned dose rate in permit are well within safe limit.

**e.** Ensure that specific radioactive source shutter is OFF and locked.

**22.3 General Safety Precautions for Radiography Source**

a. Factory Manager shall notify the name of approved Radiological Safety Officer as per the guidelines of BARC, Mumbai.

b. Radiation survey meters shall be calibrated once in a year through a vendor approved by BARC, Mumbai. It shall be taken care by RSO.

c. The location where work with ionizing radiation sources are to be earned out must be barricaded from all sides with radiation warning signs. During dark hours, additional warning lights must be placed near the radiation signs.

d. The Executor must ensure that unauthorized persons shall not enter the radiation zone. The Executor shall intimate the RSM just before starting the radiography.

e. Radio - active sources for non - destructive material analysis shall not be left unattended without supervision of a Radiological Safety Officer or a trained and authorized person on an installation or department.

**23.Precautions for Excavations**

The excavation authorization is applicable to all excavations regardless of the depth. Excavation includes digging, road cutting, removing soil, etc. using mechanical equipment or manually in BPCL Refinery Complex. Excavation Permission is valid for Maximum 30 days.

**23.1Clearances of Permission Note in online system:**

a. Executor shall obtain clearances from the Elect, Civil, IT, Inst, F&S, TS, Area GSI who shall check the underground services presence before issuing clearance for excavation online.

b. While issuing clearances, the section Incharge shall clearly mention whether the underground cables / service lines exist or not. In case of cables or existence of service lines, specific precautions shall be mentioned very clearly in the authorization.

c. In case the cables / service lines are present, no mechanical excavation is permitted. All digging shall be earned out manually in the presence of the concerned engineer /in-charge.

d. In case of presence of live cables, isolation of power should be considered before work is started.
e. If the depth of exaction is more than 1.2 Meter then such excavation shall be considered as a confined space, and to work or enter in such area, confine space entry authorization shall be issued.

**24. General safety precautions**

a. Excavation of roads should be earned out in such a way that one half of the road is always available for movement in case of emergency.
b. If the depth of excavation is more than 1.5 meter or more depending upon the soil condition, it shall be shored or sides shall be sloped back to a safe angle.
c. Excavated area shall be suitably barricaded. Barricading should be luminous and visible in the night. It should be done from all possible entry / movement sides and at least at a distance of 1 meter away from the excavated land / opening.
d. If water seepage is seen into the excavated pit, then work should be stopped, dewatering should be done prior to restart of the job.
e. Dump the earth at least 1 meter away from the edge of the excavation or one half of the depth of the pit whichever is more.
f. Safe means of access & egress from excavated pit should be provided.
g. All excavation work shall be stopped if there is any emergency alarm in the plant/area and seepage of toxic / hazardous material observed in the excavated area.
h. Where the existence of underground service lines is suspected or the exact route / location is not known, sample excavations shall be done manually to identify the existence / location of the cable, pipeline etc.
i. It is the responsibility of the Executor to ensure that the excavated area is cleared of all debris, tools and other unwanted equipment from the job sit.
j. It is recommended to carry out the excavation job in the day time except in emergency, In case the excavated area gets water logged due to seepage, arrangements should be made to clear the water before carrying out welding. Water logged pits can be potential hazard.
k. Shoring up to be done for deeply excavated areas.

## 25. Stop work authority:

A Stop Work Authority program is a safety-based process. Stop Work Authority is essential because it saves time and resources. It can stop the emotional impact of incidents in the workplace and build a safety culture. It's an easy way for employers to empower employees in the safety culture of their own workplace.

It gives every employee and contract worker, the permission to stop work in situations that could result in an incident or injury. For instance, an employee/contract worker could stop work if they see: an unsafe condition or an unsafe act happening.

Stop Work Authority should be initiated for conditions or behaviours that threaten danger or imminent danger to person(s), equipment or the environment. Situations that warrant a Stop Work Authority may include, but are not limited to the following:

- Change in conditions
- Changes to scope of work or work plan
- Emergency situation
- Equipment used improperly
- Lack of knowledge, understanding or information
- Near-miss incident
- Unsafe conditions
- Alarms

Steps of a Stop Work Authority procedure are:

- Stop the work.
- Notify the supervisor, SIC or EIC.
- Investigate the stop work action.
- Correct the situation.
- Resume the work.
- Follow up.

## 26.Records

1. Records of the closed work permits and the check sheets shall be maintained by issuer, Executor, and copy recipients at the designated places in the plants / units.

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

2. Copies of all completed /used permits/ authorization/Tags/Annexure shall be properly filed & kept as record for future reference for at least three months, (i.e. Last three months closed /completed permits/Tags/Annexure shall be kept as record).
3. A register for daily permits shall be maintained either in hard copy or soft copy, to keep track of all the issued/renewed permits. Format for daily permit register is given in the **Annexure - 15**.
4. O&M Permits will be for CPP, Utility and BDT Areas only (After Due Approvals).

## 27. Verification, Corrective and Preventive action:

Concerned HOD shall ensure the implementation of the above procedure. In case of any deviation corrective and preventive actions shall be initiated.

## 28. Storage of Records & Retention Time:

| Record Title | Record No. | Location | Responsibility | Retention Time |
|---|---|---|---|---|
| Work Permit System | -- | Respective Department | Respective HOD/Incharge | 3 Months |

**Annexure-1**

## EXPLANATORY NOTES TO WORK PERMIT FORMS/AS PER OISD 105

a. **Exact Location (Area / Unit / Equipment no):** Exact location of the area or the unit in which the work is to be carried out shall be written against it.

b. **Description of work:** Precise description of the work to be performed shall be written. Sketches should be attached wherever possible to avoid miscommunication.

c. **Equipment / Area inspected:** Equipment or area where work is to be conducted, should be inspected to ensure that it is safe to carry out the work and assess other safety requirements / stipulations. In case of equipment / vessel box-up permit, it should be ensured that the work is complete, all personnel are out, no maintenance gear is left behind and debris removed.

d. **Surrounding area checked / cleaned:** Unsafe conditions for performance of work may arise from surrounding area. It should be cleaned-up to remove flammable material such as oil, rags, grass etc.

**e. Sewers, Manholes, Closed Blow Down (CBD) etc. and Hot Surfaces covered:** Flammable gases may be released from nearby sewers. Hot un-insulated surfaces (equipment / pipelines) may provide a source of ignition and therefore, these are to be properly covered to prevent fire.

**f. Hazard from other routine / non-routine operations considered and persons alerted:** Other activities (routine / non-routine) being carried out near-by, which can create conditions unsafe for performance of the permit work, should be taken into consideration and the concerned persons should be alerted accordingly.

g. **Equipment electrically isolated and tagged:** Before issuing a permit, it shall be ensured that electrical isolation has been done, switches are locked-out and cautionary tags duly signed with date and time are attached.

**h. Running water hose / Portable extinguisher provided / Fire water system available:** Running water hose and portable fire extinguisher are required to flush /

dilute in case of release of any hazardous chemical or to quench sparks and to put out small fires immediately.

i. **In order to meet any contingency**, it should be ensured that the fire water system including firewater pumps, storage, network etc. is checked and kept ready for immediate use.

j. **Equipment blinded / disconnected / closed / isolated / wedge opened:** Equipment for which the work permit is being issued, should be isolated from the rest of the plant in order to ensure that there is no change in the work environment with respect to presence of toxic / flammable gases, liquids, hazardous chemicals etc. in the course of the work.

k. **Blinding is one of the most effective ways of isolation.** Blinds should be installed as close to the equipment as possible. If lines cannot be blinded, these should be disconnected and the open ends should be made safe by installing pipe caps / plugs, blind flanges etc.

l. **Equipment properly drained / depressurized:** Equipment under pressure should be depressurized after isolation. This should be followed by draining / purging / water flushing etc. as the case may be.

m. **Equipment containing liquid hydrocarbons should be drained completely.** There may be a possibility of overlooking of liquid collected in pockets or inaccessible areas such as level gauges, small nozzles / bleeders on vessels, laterals in pipe work etc. All low point drains should be in unplugged condition.

n. **Equipment properly steamed / purged:** Purging of equipment (tanks, vessels, pipelines etc.) is done to make them free of flammable hydrocarbon and toxic gases. Steam / Inert Gas is used for gas freeing of vessels and pipes in refineries and other locations. Other means of purging is by displacement with water and final traces of gas removed by properly earthed air educator. All high point vents should be unplugged while purging. It should be done in a systematic manner to cover the entire equipment / plant and continued till the concentration of toxic / flammable gas is lowered to allowable level.

o. **Equipment water flushed:** Water flushing is an effective means of cooling, cleaning and even gas freeing of equipment. It is also employed to remove traces of acids / chemicals. Equipment metallurgy must be considered before using sea / saline water. Sometimes, flushing with dematerialized water would be necessary depending upon the metallurgy of the equipment.

p. **Gas / Oxygen deficiency test done:** Gas test includes measurement of:

   i. Hydrocarbons by Explosive meter Oxygen Deficiency by Oxygen Meter

ii. Toxic gases like Hydrogen Sulphide, Carbon Monoxide, Nickel Carbonyl, and Chlorine etc. by techniques like Indicator Tube method, Lead Acetate Paper etc.

q. **Shield against sparks provided:** Hot works like welding, grinding etc. generates sparks which can provide source of ignition to the surroundings. In order to protect operating area from the hazards of sparks generated, shields are to be provided to contain the sparks generated. The shield material should be non-flammable and should be kept wet with water.

r. **Proper ventilation and lighting provided:** Where natural ventilation is not available, fans / air educators are provided. These are also required for speedy dispersal of fumes generated by welding job. Only approved reduced voltage extension lights (not exceeding 24 volts) are to be allowed for work inside vessels from consideration of personal safety.

s. **Proper means of exit provided:** Proper means of exit is required in case of emergencies developed on account of the work or otherwise. Availability of an alternate route of escape should be considered.

t. **Area cordoned off and caution boards provided:** To prevent any unwarranted entry in the work area and also to caution other personnel taking actions which may endanger people working on the permit job, precautionary tags / boards are to be provided to display like "No Entry" sign on roads or "Caution - Men at Work Inside" on the manhole of a vessel, "Danger - Radiography in progress" etc.

u. **Portable equipment / Hose nozzles properly grounded:** As a precaution against static electricity generation, portable equipment / hose nozzles e.g. nozzle of a shot blasting gun, are to be grounded. Use of hydrocarbon lines for earthing should be avoided. 30 mille-amp circuit breaker shall be installed on electrical circuits / cables feeding power supply to portable equipment.

v. **Standby person provided for entry to confined space:** Whenever a person is entering in a confined space, minimum two designated persons shall be kept at the manhole or entry point. The designated person shall be in constant communication with the persons inside the confined space. **Standby personnel provided for fire watch from Process / Maintenance / Contractor / Fire Department:** Depending on the criticality of the job, work permit issuer shall decide the type of standby to be provided i.e. from which department, of which level, how many and also additional fire fighting support facilities etc.

w. **Iron Sulphide removed / kept wet:** Pyrophoric substances may be present in operating area / equipment handling hydrocarbon. Iron Sulphide scale is the most common pyrophoric substance encountered. These should be either removed to safe locations or kept wet all the time to prevent their auto-ignition.

x. Clearance obtained for excavation / Road cut / dyke cutting etc.: **For any excavation work** which may affect underground sewers / telephone lines / cables / pipelines etc., clearance shall be obtained from all the concerned sections. Markers should be put around the area where excavation is to be done and the depth to be indicated in the work permit.

y. Road cutting can hamper the movement of the fire vehicles; initial clearance should be obtained from Fire Department and final approval from the higher designated authorities.

z. When the dyke is cut, any mishap in the tank farm can lead to a free flow of oil to outside the bund. A higher level authority should be designated for authorizing dyke cutting. Further, it should be ensured that dyke would be reconstructed in the shortest possible time.

aa. **Checked spark arrestor on mobile equipment:** No vehicle / engine without spark arrestor shall be permitted in operating areas.

bb. **Checked for oil / gas trapped behind lining in equipment:** Before undertaking hot jobs, a check should be done for oil / gas trapped behind lining in the equipment.

**Annexure-2**

## List of Gas Safety Inspectors & Fire Zone Signatories-BPCL Refinery

**Sample Only**

**FIRE & SAFETY DEPARTMENT – Bina Refinery (BR)**

BR/F&S/WPS/GSI/FZS/REV. 20 Date: 05.05.2023

Approved By : CGM (Manufacturing) 5.5.2023

Through : GM (HSSE) 5.5.23

**Subject: List of Gas Safety Inspectors & Fire Zone Signatories-Bina Refinery (BR)**

In view of recent changes in organisational set up, following changes in the list of GSI & FZS is proposed for smooth & effective implementation of work permit system within Refinery complex along with below guidelines.

1. Revised list of GSI &FZS is as below, which will be effective from 05.05.2023
2. GSI & FZS are responsible for compliance of work permit system and enforcement of fire and safety regulations as per safety manual.
3. This note supersedes all the earlier office notes that have been issued from time to time.
4. All main roads shall be under the scope of offsite area excluding BDT.
5. During silent hours, the continuation of hot work jobs should be avoided; if required, then information shall be given to RSM and Fire SIC after obtaining clearance from concern area owner / HOD & GM (F, S&E).
6. The GSI/FZS list will be updated subject to any organisational changes.

| Zone | Area covered under the Fire Zone | Gas Safety Inspector(GSI) | Alternate GSI | Fire Zone Signatory | Alternate FZS |
|---|---|---|---|---|---|
| A-1 | CDU/VDU block &Main Control Room. | Nilesh Sheshrao Jadhao Mgr. (Process) (CDU/VDU) | Vineet Kumar AM (Process) (CDU/VDU) | Rajesh Nandanwar CM (Process) (CDU/VDU & DCU) | Supriya Sapre DGM (Process) (MSB & KHDS) |
| A-2 | MS Block | Amit K Shrivastava Sr. Mgr. (Process)(MSB) | Ankush Agnihotri AM (Process) (MSB) | Supriya Sapre DGM (Process) (MSB & KHDS) | Rajesh Nandanwar CM (Process) (CDUVDU & DCU) |
| A-3 | Delayed Coker Unit | N. Swaminathan Sr. Mgr. (Process)(DCU) | Umesh Kumar Verma AM. (Process) (DCU) | Rajesh Nandanwar CM (Process) (CDU/VDU & DCU) | Supriya Sapre DGM (Process) (MSB & KHDS) |
| A-4 | Crude & Intermediate Tank farm area (Which includes PS-1, 2, 3. | Pradeep Shahu Mgr. (OFFSITE) | Arvind Singh AM (OFFSITE) | Umesh B Raut DGM (P,U & O) | Rajshekhar Patne CM (P&U) |
| A-5a | HGU | Om Prakash Singh Mgr. (Process) (HGU) | Yogendra Kumar Singh AM(Process) (HGU) | Yadav H K DGM (Process) (HGU,SRU & HCU) | Supriya Sapre DGM (Process) (MSB & KHDS) |
| A-5b | SRU. VPSA & Flare Area | Sushant Mahale Mgr.(Process) (SRB) | Praveen Bisht AM (Process) (SRB) | Yadav H K DGM (Process) (HGU,SRU & HCU) | Supriya Sapre DGM (Process) (MSB & KHDS) |

| | | | | | |
|---|---|---|---|---|---|
| A-5c | KHDS | Vedant Mishra Mgr.(Process) (KHDS) | Aamir Hussain Executive (Process) (KHDS) | Supriya Sapre DGM (Process) (MSB & KHDS) | Yadav H K DGM (Process) (HGU,SRU & HCU) |
| A-6 | Hydrocracker unit & facility | Sanjay Ashok Sawant Sr. Mgr. (Process) (HCU) | Deepanshu Srivastava AM (Process) (HCU) | Yadav H K DGM (Process) (HGU,SRU & HCU) | Supriya Sapre DGM (Process) (MSB & KHDS) |
| A-7 | CPP- CFBC and Utility boilers, STG's, BOP and Solid Material handling Systems. | Ambarish Mahajan Mgr. (CPP) | Tarun Kumar Sahu AM-CPP | Rajshekhar Patne CM (P&U) | Umesh B Raut DGM (P,U & O) |
| A-8 | Substation 2,7,9,24,25 & 26 | Abhishek Agrawal Mgr. (Electrical) | Sourabh Jain Mgr. (Electrical) | Rijo R S Sr. Mgr. (Electrical) | Ramesh Panchal GM (Electrical) |
| | Substation 3 & 8 | Hemraj Sahu Mgr. (Electrical) | Abhishek Agrawal Mgr. (Electrical) | Rijo R S Sr. Mgr. (Electrical) | Ramesh Panchal GM (Electrical) |
| | Substation 1,16 & 17 | Sourabh Jain Mgr. (Electrical) | Pankaj Kumar Malviya Mgr. (Electrical) | Rijo R S Sr. Mgr. (Electrical) | Ramesh Panchal GM (Electrical) |
| | Substation 4,5,6,11,12, 14 & 15 | Pankaj Kumar Malviya Mgr. (Electrical) | Satyam Mishra Mgr. (Electrical) | Rijo R S Sr. Mgr. (Electrical) | Ramesh Panchal GM (Electrical) |
| | Substation 10 CPP, UBSS-SS23, MHL-SS -21, Wagon tippler substation SS-19. Old 132KV Swyd-SS20, 220KV Swyd-SS22, CPP-EDG SS-27 | Pankaj Kumar Malviya Mgr. (Electrical) | Satyam Mishra Mgr. (Electrical) | Rijo R S Sr. Mgr. (Electrical) | Ramesh Panchal GM (Electrical) |
| A-9 | Satellite Rack Rooms 2/3/4/5/6 & AAQMS | Abhilash Sanodiya Mgr.(Inst.) | Souman Dutta Sr. Mgr. (Inst.) | Nirmalya Nandi CM (Inst.) | Praveen Kumar GM (Inst.) |
| A-10 | Non plant Area Including Admin, Canteen, Training centre & OHC. | Vinay Sharma Mgr. (HR) | D. N. Sharma (HR) | Suraj P. Chaudhari CM (HR) | K. P. Mishra CM (HR) |
| A-11 | Security Facilities &Gates, Boundary Wall and adjoining roads, Open Land Area. | Prashant Raghuvanshi Sr. Mgr. (Security) | D. N. Sharma (HR) | Suraj P. Chaudhari CM (HR) | K. P. Mishra CM (HR) |
| A-12 | Warehouse & Material yards | Deepak Kumar Jain Mgr. (Commercial - Warehouse) | Vaibhav Srivastava AM (Commercial-Warehouse) | Durgendra Sharma Sr. Mgr. (Commercial) | Mukherjee A GM (Commercial) |
| A-13 | Mech. Maint. Workshop | Vinurse Jain Mgr. (Mech.) | Kaushal Joshi Mgr. (Mech.) | Rakesh Sharma Sr. Mgr. ( Mech.) | Manish Pandey CM (Mech.) |

| | | | | | |
|---|---|---|---|---|---|
| | Elect Maint. Workshop | Sourabh Jain Mgr. (Electrical) | Abhishek Agrawal Mgr. (Electrical) | Rijo R S Sr. Mgr. (Electrical) | Ramesh Panchal GM (Electrical) |
| | Inst. Maint. Workshop | Ashwani Kumar Sr. Mgr. (Inst.) | Sathish Ramasamy Mgr. (Inst.) | Nirmalya Nandi CM (Inst.) | Praveen Kumar GM (Inst.) |
| A-14 | Fire station & Fire training Ground | Anuj Rathore Mgr. (F & S) | Sachin Akote Mgr. (F & S) | Sanjay B. Kamdi CM (F & S) | Medhe Anil DGM (E,PSM & BE) |
| A-16 | Laboratory | Bharat Sharma Mgr. (QA) | Rameshwar Dwivedi Mgr. (QA) | Adalazhagan K DGM (QA) | Asawari Kelkar GM (Process Tech., QA, APC & Digital Solution) |
| A-17 | Engineering Office | Nilesh Palekar Mgr. (M&C Planning) | Vikant Maithil AM (M&C Planning) | Manish Pandey CM (Mech.) | Praveen Kumar GM (Inst.) |
| A-18 | Hazardous Waste storage facility & Green Belt Area | Prabhat Kumar Bag Mgr.(Env.) | Arun Kumar AM. (Env.) | Medhe Anil DGM (E,PSM & BE) | Sanjay B Kamdi CM (F&S) |
| A-19 | Betwa P/H, RWTP, Nitrogen plant, DG House, ETP, RCT, Fire water pump house, Nitrogen & RODM Control room. | Mahendra Singh Bhadauria Mgr. (Utilities) | O.P. Saini AM (Utilities) | Umesh B Raut DGM (P,U & O) | Rajshekhar Patne CM (P&U) |
| A-20 | Mech. Contractor Yard | Manish Singh Mgr. (Mech.) | Kaushal Joshi Mgr. (Mech.) | Rakesh Sharma Sr. Mgr. (Mech.) | Manish Pandey CM (Mech.) |
| | Project Contractor Yard | Surendra Lodhi Mgr. (E&P) | Amit Baruah Mgr. (E&P) | Anoop D Bhat Sr. Mgr. (E&P) | Sudeep Shrivastava GM (E&P) |
| B -1 | Bina Dispatch Terminal & Weigh bridges | Nitin Kumar Gupta Mgr. (BDT) | Dhiraj Shetty AM(BDT) | Vinay Kumar Giri Sr. Mgr. (BDT) | Gajanan Koshatwar Sr. Mgr. (BDT) |
| B - 2 | Contractor Yard - BDT | Nitin Kumar Gupta Mgr. (BDT) | Dhiraj Shetty AM(BDT) | Vinay Kumar Giri Sr. Mgr. (BDT) | Gajanan Koshatwar Sr. Mgr. (BDT) |
| C - 1 | COT Vadinar | Jayant Namdeo Asst. Mgr. (COT) | Anurodh Aharwal Manager (COT) | Sunil Prasad CM(COT) | Ketan Thakkar Mgr. (COT) |

Note: Other areas which are not in the above list, owner will be as per approved work permit area demarcation Refinery plot plan approved drawing no. 99-26-A0-0589 Rev 3 dtd 03.05.2023.
Submitted for kind approval please.

Sanjay Kamdi
CM (Fire & Safety)

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -3**

## Cold Work Permit Non Routine(P1) Format

Permit No.: BRAU-CPN2303266

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**COLD WORK PERMIT - NON ROUTINE**

P1

☑ COLD JOB ☒ VESSEL BOX UP ☒ RADIOGRAPHY

CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111

**AUTHORIZATION NO :** BRAU-CLD2300617 **VALID UPTO :** 03/07/2023 16:00 Hrs

**JOB DETAILS & PERMIT**

**ISSUER DEPT/SECTION:** Bina Dispatch Terminal **EXECUTOR DEPT/SECTION:** Bina Dispatch Terminal

| | | |
|---|---|---|
| 1. | PERMISSION GRANTED TO | : ABHISHEK SRIVASTAVA |
| 2. | DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used) | : Erection /dismantling of scaffolding Erection/Dismantling of Scaffolding outside tank 5E for M&I activity |
| 3. | LOCATION OF WORK & EQUIPMENT TAG NO. | : Tank 05E |
| 4. | FIRE ZONE/AREA | : B1 - BINA DISPATCH TERMINAL & WEIGH BRIDGES |
| 5. | NAME OF CONTRACTOR & CODE NO. | : DEE GEE SAW & METAL WORKS PVT LTD (107866) |
| 6. | VALID FROM | : 02/05/2023 06:43 Hrs |
| 7. | VALID TO | : 02/05/2023 14:00 Hrs |

**THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT**

| Sl No. | CONDITIONS TO BE ADHERED TO FOR COLD JOBS (ROLE OF ISSUER) | Done | Not Reqd. | Sl No. | CONDITIONS TO BE ADHERED TO FOR COLD JOBS (ROLE OF EXECUTOR) | Done | Not Reqd. |
|---|---|---|---|---|---|---|---|
| 1. | Checking of ☑ Equipment ☑ Work Area | ☑ | ☒ | 11. | Area ☒ Covered ☑ Cordoned off ☑ Display of caution boards ☒ Tags provided | ☑ | ☒ |
| 2. | Surrounding area ☑ Cleaning ☑ Checking | ☑ | ☒ | 12. | Mean of access provided i.e. ☑ Ladder ☑ Scaffolding (BORL Std.) ☒ Man basket ☒ Bosun chair ☒ Crawling board | ☑ | ☒ |
| 3. | Equipment electrically isolated & tagged (mention details below part 'A') | ☑ | ☒ | 13. | Fire water hose with ☑ Fog nozzle ☒ Steam Lance ☑ Portable DCP fire extinguisher at work site | ☑ | ☒ |
| 4. | Equipment ☑ Blinded ☒ Disconnected ☒ Closed ☒ Isolated ☒ Wedged open ☒ Tagged | ☑ | ☒ | 14. | Display of contractors work execution board at site | ☑ | ☒ |
| 5. | Equipment properly ☑ Drained ☒ Depressurised | ☑ | ☒ | 15. | Alternate means of escape/exit available | ☑ | ☒ |
| 6. | Equipment properly ☒ Steamed ☒ Purged ☑ Water flushed | ☑ | ☒ | 16. | Precautions against falling of material in work area | ☑ | ☒ |
| 7. | Gas test (mention values in Part 'B') ☑ HC ☑ O2 ☒ H2s (IDLH Value-100 PPM) ☑ CO ☒ SO2 ☒ Other,if any | ☑ | ☒ | 17. | Proper ventilation at site | ☑ | ☒ |
| 8. | Cross reference of related Authorization / permit (mention details in Part 'A') | ☑ | ☒ | 18. | Proper lighting at site | ☑ | ☒ |
| 9. | Considered hazard from other routine / non routine operations and concerned persons working at site alerted | ☑ | ☒ | 19. | Iron Sulphide ☒ Removed ☒ Kept wet | ☒ | ☑ |
| 10. | Standby personnel provided from ☒ Issuer Dept. ☒ Executor Dept. ☑ Contractor ☒ Fire stn. (for fire watch) | ☑ | ☒ | 20. | Risk Assessment (RA) by ☑ Issuer ☑ Executor | ☑ | ☒ |

**USE OF PERSONNEL PROTECTIVE EQUIPMENT**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Safety helmet | ☑ | Gloves | ☑ | Goggles | ☑ | Safety shoes | ☑ | Boiler suit | ☑ | Fresh air mask | ☒ | PVC apron | ☒ |
| Lifeline | ☒ | Ear plug | ☒ | Face shield | ☒ | Dust mask | ☑ | Breathing apparatus | ☒ | Double lanyard safety belt | ☑ | | |

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| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -4**

## Hot Work Permit Non-Routine (P2) Format

Permit No.: BRAU-HPN2301565

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**HOT WORK PERMIT- NON ROUTINE**

P2

☑ HOT JOB ☒ USE OF 230V ☒ USE OF 440V ☒ EXCAVATION ☒ CRITICAL WORK

CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111

AUTHORIZATION NO : BRAU-HOT2300154 VALID UPTO : 10/05/2023 16:00 Hrs

JOB DETAILS & PERMIT

ISSUER DEPT/SECTION: Bina Dispatch Terminal EXECUTOR DEPT/SECTION: Bina Dispatch Terminal

| | | |
|---|---|---|
| 1. | PERMISSION GRANTED TO | : ABHISHEK SRIVASTAVA |
| 2. | DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used) | : Use of diesel driven Mobile Air Compressor in the plant area GRASS CUTTING THOUGH PETROL DRIVEN MACHINE |
| 3. | LOCATION OF WORK & EQUIPMENT TAG NO. | : OUTSIDE DYKE WALL TANKFARM AREA(NOT PERMITTED IN LPG AREA) |
| 4. | FIRE ZONE/AREA | : B1 - BINA DISPATCH TERMINAL & WEIGH BRIDGES |
| 5. | NAME OF CONTRACTOR & CODE NO. | : Aarvi Encon Private Limited (102195) |
| 6. | VALID FROM | : 02/05/2023 06:25 Hrs |
| 7. | VALID TO | : 02/05/2023 14:00 Hrs |

THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT

| Sl No. | Conditions to be adhered to for - Hot work/hot tapping/excavation/ flare blinding /flare deblinding (Role of Issuer) | Done | Not Reqd. | Sl No. | Conditions to be adhered to for - Hot work/ hot tapping/excavation/flare blinding /flare deblinding (Role of Executor ) | Done | Not reqd. |
|---|---|---|---|---|---|---|---|
| 1. | Checked ☑ Equipment ☑ WorkArea | ☑ | ☒ | 18. | Means of access provided i.e. ☒ Ladder ☒ Scaffolding ☒ Man basket ☒ Bosun chair ☒ Crawling board | ☒ | ☑ |
| 2. | Surrounding area ☑ Checked ☑ Cleaned up of oil / Rags / Grass etc, | ☑ | ☒ | 19. | Iron sulphide ☒ Removed ☒ Kept wet | ☒ | ☑ |
| 3. | Standby personnel provided from ☒ Issuer Dept, ☒ Executor Dept, ☑ Contractor ☒ Fire Station | ☑ | ☒ | 20. | Sewer, Manholes, CBD, Hot surface covered | ☑ | ☒ |
| 4. | Considered hazard from ☑ Other routine ☑ Non-routine operations | ☑ | ☒ | 21. | Area cordoned off, Eulpments covered and display of caution boards / tags provided | ☑ | ☒ |
| 5. | Equipment electrically isolated and tagged (Mention Details in Part 'A') | ☒ | ☑ | 22. | Precaution against public traffic taken | ☑ | ☒ |
| 6. | Fire water system checked for readiness | ☑ | ☒ | 23. | Authorization obtained for excavation from electrical / concerned department | ☒ | ☑ |
| 7. | Gas test (mention values in part 'B') ☑ HC ☒ O2 ☒ H2s (IDLH Value-100 PPM) ☑ CO ☒ SO2 ☒ Other,if any | ☑ | ☒ | 24. | Authorization obtained for Road cutting from Fire Station | ☒ | ☑ |
| 8. | Equipment ☒ Blinded ☒ Disconnected ☒ Isolated ☒ Closed ☒ Wedge opened | ☒ | ☑ | 25. | Authorization obtained for dyke cutting from Area FZS / HOD | ☒ | ☑ |
| 9. | Checked for oil or gas trapped behind lining in equipmwnt | ☑ | ☒ | 26. | Checked flame arrestor on mobile equipment | ☑ | ☒ |
| 10. | Equipment properly ☒ Drained ☒ Depressurized | ☒ | ☑ | 27. | Welding machine checked, earthed, fitted with proper flame and located at safe location | ☒ | ☑ |
| 11. | Equipment properly purged ☒ Steam ☒ Nitrogen | ☒ | ☑ | 28. | Shield / booth against sparks provided | ☒ | ☑ |
| 12. | Equipment water flushed | ☒ | ☑ | 29. | Return / Earthing to be connected closest and only to the equipment being welded | ☒ | ☑ |
| Sl No. | Conditions to be adhered to for - Hot work/ hot tapping/excavation/flare blinding /flare deblinding (Role of Executor ) | Done | Not Reqd. | 30. | Oxygen/acetylene kept outside confined space (tank/vessel /column etc.) | ☒ | ☑ |
| 13. | Provided ☑ Fire water hose ☒ Steam lance ☑ DCP Fire extinguisher | ☑ | ☒ | 31. | ELCB provided on Portable electrical equipment | ☒ | ☑ |
| 14. | Proper ventilation provided | ☒ | ☑ | 32. | Flash back arrestor provided on gas cutting set / cylinders | ☒ | ☑ |
| 15. | Proper means of exit / escape provided | ☑ | ☒ | 33. | Proper lighting provided | ☑ | ☒ |
| 16. | Precautionary tags , boards / Contractor work execution board provided | ☑ | ☒ | 34. | Risk Assessment (RA) by ☑ Issuer ☑ Executor | ☑ | ☒ |
| 17. | Portable eulpment, Nozzles properly grounded | ☒ | ☑ | | | | |

USE OF PERSONNEL PROTECTIVE EQUIPMENT

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Safety helmet | ☑ | Gloves | ☑ | Goggles | ☑ | Safety shoes | ☑ | Boiler suit | ☑ | Fresh air mask | ☒ | PVC apron | ☒ |
| Lifeline | ☒ | Ear plug | ☒ | Face shield | ☑ | Dust mask | ☑ | Breathing apparatus | ☒ | Double lanyard safety belt | ☒ | | |

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| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -5**

## Permit for work at Height (P1a) Format

Permit No.: BRAU-WHP2301080

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**WORKING AT HEIGHT PERMIT**

P1a

☑ **WORK AT HEIGHT**

**CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111**

**AUTHORIZATION NO :** BRAU-CLD2300385 **VALID UPTO :** 26/05/2023 16:00 Hrs

**JOB DETAILS & PERMIT** **IN CONTINUATION OF PERMIT NO :** BRAU-WHP2301009

**ISSUER DEPT/SECTION:** Process **EXECUTOR DEPT/SECTION:** Mechanical & Civil

| | | |
|---|---|---|
| 1. | **PERMISSION GRANTED TO** | : HEMANT PATEL |
| 2. | **DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used)** | : Material handling – manually & mechanically Material lifting shifting work for M&I activity, |
| 3. | **LOCATION OF WORK & EQUIPMENT TAG NO.** | : 52-TT-CR-05A TANK |
| 4. | **FIRE ZONE/AREA** | : A4 - CRUDE & INTERMEDIATE TANK FARM AREA |
| 5. | **NAME OF CONTRACTOR & CODE NO.** | : ALPHA BETA ENGINEERING (101554) |
| 6. | **VALID FROM** | : 02/05/2023 06:56 Hrs |
| 7. | **VALID TO** | : 02/05/2023 14:00 Hrs |

**THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT**

| Sl No. | CONDITIONS TO BE ADHERED FOR WORKING AT HEIGHT | Done | Not Reqd. | Sl No. | CONDITIONS TO BE ADHERED FOR WORKING AT HEIGHT | Done | Not reqd. |
|---|---|---|---|---|---|---|---|
| 1. | Checking of ☑ Equipment ☑ Surrounding Area | ☑ | ☒ | 10. | Alternate means of escape / exit available at work site (fixed ladder with 1 meter projection, platform without any obstructions) | ☑ | ☒ |
| 2. | Provided ☑ Area cordoned off ☒ Covering of floor openings ☒ Display of caution boards ☒ Tags | ☑ | ☒ | 11. | Considered hazard from routine / non routine operations and concerned persons alerted | ☒ | ☑ |
| 3. | Means of access provided i.e, ☒ Ladder ☑ Scaffolding (BORL Std,) ☒ Man basket ☒ Bosun chair ☒ Crawling board | ☑ | ☒ | 12. | Proper lighting provided at work site, Provision of ELCB (Earth Leakage Circuit Breaker) for use of portable tools / equipments being used at work site | ☒ | ☑ |
| 4. | Precautions against falling of material in work area and material carried up at elevation are fall protected | ☑ | ☒ | 13. | Proper ventilation provided at work site | ☑ | ☒ |
| 5. | Standby personnel provided from ☒ Issuer Dept. ☒ Executor Dept. ☒ Project ☑ Contractor ☒ Fire Station | ☑ | ☒ | 14. | Power lines / HT lines are not in the close proximity of work area or isolated / disconneted | ☒ | ☑ |
| 6. | Provision of ☒ Roof ladder ☒ Crawling board | ☒ | ☑ | 15. | Cross reference of related Authorization / Work Permit | ☒ | ☑ |
| 7. | Scaffolding erected as per BORL Standard, inspected and display of safe to use board at site | ☑ | ☒ | 16. | Gas Test ☑ HC ☑ O2 ☑ H2s (IDLH Value-100 PPM) ☑ CO ☑ SO2 ☑ Other,if any | ☑ | ☒ |
| 8. | Provision of Safety net at site (As per nature of job and RA prepared by Executing Agency) | ☒ | ☑ | 17. | Risk Assessment (RA) by ☑ Issuer ☑ Executor | ☑ | ☒ |
| 9. | Provision of Fall arrestor at site (As per nature of job and RA prepared by Executing Agency) | ☒ | ☑ | | | | |

**USE OF PERSONNEL PROTECTIVE EQUIPMENT**

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Safety helmet | ☑ | Gloves | ☑ | Goggles | ☑ | Safety shoes | ☑ | Boiler suit | ☑ | Fresh air mask | ☒ | PVC apron | ☒ | | |
| Lifeline | ☒ | Ear plug | ☒ | Face shield | ☒ | Dust mask | ☒ | Breathing apparatus | ☒ | Double lanyard safety belt | ☑ | | | | |

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| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -6**

## Permit for Cold work permit routine (P6) Format

Permit No.: BRAU-CWP2314255

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**COLD WORK PERMIT- ROUTINE**

P6

CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111

**JOB DETAILS & PERMIT**

**ISSUER DEPT/SECTION:** Bina Dispatch Terminal **EXECUTOR DEPT/SECTION:** Bina Dispatch Terminal

| | | |
|---|---|---|
| 1. | PERMISSION GRANTED TO | : ABHISHEK SRIVASTAVA |
| 2. | DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used) | : Graphiting, Alternate bolt removal, Wedge opening, Valve & Fitness replacement & general cold jobs, Bolt torquering, missing bolt, gland filling, hand wheel repair etc, MFL testing job to be done. |
| 3. | LOCATION OF WORK & EQUIPMENT TAG NO, | : Tank 8A |
| 4. | FIRE ZONE/AREA | : B1 - BINA DISPATCH TERMINAL & WEIGH BRIDGES |
| 5. | NAME OF CONTRACTOR & CODE NO. | : DEE GEE SAW & METAL WORKS PVT LTD (107866) |
| 6. | VALID FROM | : 02/05/2023 06:39 Hrs |
| 7. | VALID TO | : 02/05/2023 14:00 Hrs |

**THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT**

| Sl No. | CONDITIONS TO BE ADHERED TO FOR COLD JOBS (ROLE OF ISSUER) | Done | Not Reqd. | Sl No. | CONDITIONS TO BE ADHERED TO FOR COLD JOBS (ROLE OF EXECUTOR) | Done | Not Reqd. |
|---|---|---|---|---|---|---|---|
| 1. | Checking of ☑ Equipment ☑ Work Area | ☑ | ☒ | 11. | Area ☒ Covered ☒ Cordoned off ☑ Display of caution boards ☒ Tags provided | ☑ | ☒ |
| 2. | Surrounding area ☑ Cleaning ☑ Checking | ☑ | ☒ | 12. | Mean of access provided i.e. ☑ Ladder ☑ Scaffolding (BORL Std.) ☒ Man basket ☒ Bosun chair ☒ Crawling board | ☑ | ☒ |
| 3. | Equipment electrically isolated & tagged (mention details in Part 'A') | ☒ | ☑ | 13. | Fire water hose with ☒ Fog nozzle ☒ Steam Lance | ☒ | ☑ |
| 4. | Equipment ☑ Blinded ☒ Disconnected ☑ Closed ☒ Isolated ☒ Wedged open ☒ Tagged | ☑ | ☒ | 14. | Display of contractors work execution board at site | ☒ | ☑ |
| 5. | Equipment properly ☒ Drained ☒ Depressurised | ☒ | ☑ | 15. | Alternate means of escape/exit available | ☑ | ☒ |
| 6. | Equipment properly ☒ Steamed ☒ Purged ☒ Water flushed | ☒ | ☑ | 16. | Precautions against falling of material in work area | ☑ | ☒ |
| 7. | Gas test (mention values in part 'B') ☒ HC ☒ O2 ☒ H2s (IDLH Value-100 PPM) ☒ CO ☒ SO2 ☒ Other,if any | ☒ | ☑ | 17. | Proper ventilation at site | ☑ | ☒ |
| 9. | Considered hazard from other routineon routine operations and concerned persons working at site alerted | ☑ | ☒ | 18. | Proper lighting at site | ☑ | ☒ |
| 10. | Standby personnel provided from ☒ Issuer Dept. ☒ Executor Dept. ☑ Contractor ☒ Fire stn. (for fire watch) | ☑ | ☒ | 19. | Iron Sulphide ☒ Removed ☒ Kept wet | ☒ | ☑ |
| 11. | Decabling | ☒ | ☑ | | | | |
| 12. | Cabling | ☒ | ☑ | | | | |

**USE OF PERSONNEL PROTECTIVE EQUIPMENT**

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Safety helmet | ☑ | Gloves | ☑ | Goggles | ☑ | Safety shoes | ☑ | Boiler suit | ☑ | Fresh air mask | ☒ | PVC apron | ☒ |
| Lifeline | ☒ | Ear plug | ☒ | Face shield | ☒ | Dust mask | ☒ | Breathing apparatus | ☒ | Double lanyard safety belt | ☒ | | |

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| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -7**

## Permit for Hot work permit routine (P7) Format

**Permit No.:** BRAU-HWP2301591

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**HOT WORK PERMIT- ROUTINE**

P7

**CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111**

**JOB DETAILS & PERMIT** **IN CONTINUATION OF PERMIT NO :** BRAU-HWP2301487

**ISSUER DEPT/SECTION:** Process **EXECUTOR DEPT/SECTION:** Mechanical & Civil

| | | |
|---|---|---|
| 1. | **PERMISSION GRANTED TO** | : HEMANT PATEL |
| 2. | **DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used)** | : Vehicle entry inside battery limits area (forklift, trailer, tractor, crane, hydra, pickup van, gully sucker etc.), for liquid and solid sulpher loading. Vehicle entry for material handling at CR-05A |
| 3. | **LOCATION OF WORK & EQUIPMENT TAG NO.** | : CR-05A |
| 4. | **FIRE ZONE/AREA** | : A4 - CRUDE & INTERMEDIATE TANK FARM AREA |
| 5. | **NAME OF CONTRACTOR & CODE NO.** | : ALPHA BETA ENGINEERING (101554) |
| 6. | **VALID FROM** | : 02/05/2023 06:55 Hrs |
| 7. | **VALID TO** | : 02/05/2023 14:00 Hrs |

**THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT**

| Sl No. | Conditions to be adhered to for-Crane/Forklift/IC Engine Operation/Vechicle Entry/Cable fault Finding/Chipping other than Hydrogen Services/Units/Use of battery operated equipments | Done | Not Reqd. | Sl No. | Conditions to be adhered to for-Crane/Forklift/IC Engine Operation/Vechicle Entry/Cable fault Finding/Chipping other than Hydrogen Services/Units/Use of battery operated equipments | Done | Not reqd. |
|---|---|---|---|---|---|---|---|
| 1. | Checked ☒ Equipment ☑ WorkArea | ☑ | ☒ | 5. | Area cordoned off, Euipments covered and display of caution boards / tags provided | ☒ | ☑ |
| 2. | Provided at site ☒ Fire water hose ☒ Steam lance ☑ DCP Fire extinguisher | ☑ | ☒ | 6. | Checked flame arrestor on mobile equipment | ☑ | ☒ |
| 3. | Equipment electrically isolated & tagged (Mention Details in Part 'A') | ☒ | ☑ | 7. | Gas test (mention values in part 'B') ☑ HC ☑ O2 ☑ H2s (IDLH Value-100 PPM) ☑ CO ☑ SO2 ☑ Other,if any | ☑ | ☒ |
| 4. | Considered hazard from ☒ Other routine ☑ Non-routine operations | ☑ | ☒ | 8. | Pre use checklist done for the equipement being used by the executor (Special care while nearby Hydrogen Area) | ☒ | ☑ |

**USE OF PERSONNEL PROTECTIVE EQUIPMENT**

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Safety helmet | ☑ | Gloves | ☑ | Goggles | ☑ | Safety shoes | ☑ | Boiler suit | ☑ | Fresh air mask | ☒ | PVC apron | ☒ |
| Lifeline | ☒ | Ear plug | ☒ | Face shield | ☒ | Dust mask | ☒ | Breathing apparatus | ☒ | Double lanyard safety belt | ☒ | | |

**Annexure -8**

## Permit for Confined Space Entry (P3) Format

Permit No.: BRAU-CSP2300573

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**CONFINED SPACE ENTRY PERMIT**

P3

CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111

AUTHORIZATION NO : BRAU-CSE2300050 VALID UPTO : 15/05/2023 16:00 Hrs

JOB DETAILS & PERMIT

ISSUER DEPT/SECTION: Bina Dispatch Terminal EXECUTOR DEPT/SECTION: Bina Dispatch Terminal

| | | |
|---|---|---|
| 1. | PERMISSION GRANTED TO | : ABHISHEK SRIVASTAVA |
| 2. | DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used) | : Confined space entry - Storage tanks Confined Space Entry in Tank-08A for M&I Activity, |
| 3. | LOCATION OF WORK & EQUIPMENT TAG NO, | : Tank 8A |
| 4. | FIRE ZONE/AREA | : B1 - BINA DISPATCH TERMINAL & WEIGH BRIDGES |
| 5. | NAME OF CONTRACTOR & CODE NO. | : DEE GEE SAW & METAL WORKS PVT LTD (107866) |
| 6. | VALID FROM | : 02/05/2023 06:29 Hrs |
| 7. | VALID TO | : 02/05/2023 14:00 Hrs |

THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT

| Sl No. | CONDITIONS TO BE ADHERED FOR CONFINED SPACE ENTRY ( Role of Issuer/ Executor) | Done | Not Reqd. | Sl No. | CONDITIONS TO BE ADHERED FOR CONFINED SPACE ENTRY ( Role of Issuer/ Executor) | Done | Not reqd. |
|---|---|---|---|---|---|---|---|
| 1. | Checked ☑ Equipment ☑ Work area | ☑ | ☒ | 11. | Checked for oil or gas trapped behind lining in equipment | ☑ | ☒ |
| 2. | Considered Hazard from other routine operations and Non routine operations and concerned persons alerted | ☑ | ☒ | 12. | Adequate (24V) lighting provided | ☑ | ☒ |
| 3. | Equipment ☑ Properly drained ☑ Depressurised | ☑ | ☒ | 13. | Use of ☑ Air hose ☒ Breathing apparatus | ☑ | ☒ |
| 4. | Equipment properly purged ☒ Steam ☒ Nitrogen | ☒ | ☑ | 14. | Iron sulphied ☑ Removed ☒ Kept wet | ☑ | ☒ |
| 5. | Equipment ☑ Water flushed ☒ KMnO4 flushed ☒ Passivation ☒ Chemical cleaning | ☑ | ☒ | 15. | Means of communication provided | ☑ | ☒ |
| 6. | Equipment electrically isolated and tagged (mention details in part 'A') | ☒ | ☑ | 16. | Proper means of access / exit provided(mention details in part 'A') | ☑ | ☒ |
| 7. | Equipment ☑ Blinded ☒ Disconnected ☒ Closed ☑ Isolated ☒ Wedge opened | ☑ | ☒ | 17. | Precautionary tag boards / Contractor work execution boards / Display of Safe to enter board provided | ☑ | ☒ |
| 8. | Adequate ventilation provided | ☑ | ☒ | 18. | Blind list attached (Vessel / Column / Process Equipments etc, ) | ☑ | ☒ |
| 9. | Gas Tests(mention values in part 'B') ☑ HC ☑ O2 ☑ H2s (IDLH Value-100 PPM) ☑ CO ☒ SO2 ☒ Other,if any | ☑ | ☒ | 19. | Risk Assessment (RA) attached by ☑ Issuer ☑ Executor | ☑ | ☒ |
| 10. | Standby attendant provided ☑ Contractor ☒ Issuer Dept. ☒ Executor Dept. ☒ Fire Station | ☑ | ☒ | | | | |

USE OF PERSONNEL PROTECTIVE EQUIPMENT

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Safety helmet | ☑ | Gloves | ☑ | Goggles | ☑ | Safety shoes | ☑ | Boiler suit | ☑ | Fresh air mask | ☒ | PVC apron | ☒ | | |
| Lifeline | ☒ | Ear plug | ☒ | Face shield | ☒ | Dust mask | ☑ | Breathing apparatus | ☒ | Double lanyard safety belt | ☑ | | | | |

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**Annexure -9**

**Permit for Electrical work (P4) Format (Sample only. No p4 permit available after merger. As and when available same will be updated.**

Permit No.: BRAU-ELP1800001

**BHARAT OMAN REFINERIES LTD.**
**BINA, M.P , 470124**
**ELECTRICAL PERMIT**

P4

CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111

AUTHORIZATION NO : BRAU-ELE1800001 VALID UPTO : 18/04/2018 16:00 Hrs

JOB DETAILS & PERMIT

ISSUER DEPT/SECTION: Electrical EXECUTOR DEPT/SECTION: Electrical

| | | |
|---|---|---|
| 1. | PERMISSION GRANTED TO | : ANIL KUMAR SHARMA |
| 2. | DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used) | : Numerical Relay data uploading Job. TCE setting uploading in Motors 35-P-102 A/B/C |
| 3. | LOCATION OF WORK & EQUIPMENT TAG NO. | : SS-12 Switchgear hall |
| 4. | FIRE ZONE/AREA | : A6 - SS 12 |
| 5. | NAME OF CONTRACTOR & CODE NO. | : Siemens Limited (100130) |
| 6. | VALID FROM | : 22/01/2018 09:07 Hrs |
| 7. | VALID TO | : 22/01/2018 18:00 Hrs |

THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT

| Sl No. | CONDITIONS TO BE ADHERED FOR ELECTRICAL WORK (Role of Executor) | Done | Not Reqd. | Sl No. | CONDITIONS TO BE ADHERED FOR ELECTRICAL WORK (Role of Executor) | Done | Not reqd. |
|---|---|---|---|---|---|---|---|
| 1. | The apparatus to be worked upon has been isolated ☒ Racking out of Breaker ☒ Switching off of FSUs ☒ Removal of main fuses ☒ Removal of Neutral link | ☒ | ☑ | 14. | Fixing of caution tag/Notice on it or adjacent to live apparatus | ☑ | ☒ |
| 2. | Power supply ☒ Isolated from supply end ☒ Removal of main fuses | ☒ | ☑ | 15. | In case of cutting and removal of cable , identification of cable by suitable means to confirm the cable and its dead condition. | ☒ | ☑ |
| 3. | Control supply ☒ Isolation of control supply ☒ Removal of control fuses | ☒ | ☑ | 16. | Cordoning off/covering of the area | ☒ | ☑ |
| 4. | Space heater supply ☒ Isolation of supply ☒ Removal of fuses | ☒ | ☑ | 17. | Proper ventilation at site | ☑ | ☒ |
| 5. | Interlocking or any other supply ☒ Isolation of supply ☒ Removal of fuses | ☒ | ☑ | 18. | Monitoring of other critical parameters of standby equipment | ☒ | ☑ |
| 6. | Checking of Isolation of apparatus visually, electrically and mechanically | ☒ | ☑ | 19. | Ensuring proper tools / tackles / measuring instruments and other safety equipments | ☒ | ☑ |
| 7. | In case of HT equipment checking with discharge rod/by any other method to make sure the equipment is dead and safe to work | ☒ | ☑ | 20. | Erection of ☒ Scaffolding ☒ Monsoon protection shed | ☒ | ☑ |
| 8. | Carrying out of Earthing by suitable means | ☒ | ☑ | 21. | Continuous supervision during execution of the job by ☑ BORL Supervisor ☒ Consultant ☒ Contractor Supervisor | ☑ | ☒ |
| 9. | In case of HT Breaker Locking of safety shutters / doors | ☒ | ☑ | 22. | Ensuring Housekeeping around the working area | ☑ | ☒ |
| 10. | Gas test (mention values in part 'B') ☒ HC ☒ O2 ☒ H2S ☒ CO ☒ SO2 ☒ Other,if any | ☒ | ☑ | 23. | Proper lighting at site | ☑ | ☒ |
| 11. | Standby person ☒ Contractor ☑ Maint ☒ Project | ☑ | ☒ | 24. | Cross reference of related Authorization ( mention details in Part 'A') | ☒ | ☑ |
| 12. | Considered hazard from other routine operations / non routine operation and concerned persons alerted including GSI of Fire zone | ☒ | ☑ | 25. | Risk Assessment (RA) by ☑ Issuer ☑ Executor | ☑ | ☒ |
| 13. | Fixing of Danger tags with Signature | ☒ | ☑ | | | | |

USE OF PERSONNEL PROTECTIVE EQUIPMENT

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Safety helmet | ☑ | Gloves | ☑ | Goggles | ☑ | Safety shoes | ☑ | Boiler suit | ☑ | Fresh air mask | ☒ | PVC apron | ☒ | Lifeline | ☒ |
| Ear plug | ☒ | Face shield | ☒ | Dust mask | ☒ | Breathing apparatus | ☒ | Double lanyard safety belt | ☒ | Insulated Gloves | ☑ | Insulating Mat | ☑ | | |

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| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -10**

## Permit for Electrical Isolation (P5I) Format

Permit No.: BRAU-EIP2304214

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**ELECTRICAL ISOLATION PERMIT**

P5I

**CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111**

**JOB DETAILS & PERMIT**

**ISSUER DEPT/SECTION:** Power & Utilities **EXECUTOR DEPT/SECTION:** Electrical

| | | |
|---|---|---|
| 1. | PERMISSION GRANTED TO | : GURU BAKSHEESH AHIRWAR |
| 2. | DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used) | : Electrical Isolation of Motors EIP of motor. |
| 3. | LOCATION OF WORK | : ss 10 - BOILER #3 PETCOKE RAV #3a |
| 4. | EQUIPMENT TAG NO, | : BOILER #3 PETCOKE RAV #3a BOILER #3 PETCOKE RAV #3a |
| 5. | FIRE ZONE/AREA | : A7 - CPP |
| 6. | NAME OF CONTRACTOR & CODE NO. | : THYSSENKRUPP INDUSTRIES INDIA (107075) |
| 7. | VALID FROM | : 08/05/2023 06:40 Hrs |
| 8. | VALID TO | : 08/05/2023 14:00 Hrs |
| 9. | LOTO Key Number | : |

| Sl No. | CONDITIONS TO BE ADHERED FOR ELECTRICAL WORK (Role of Issuer ) | Done | Not Reqd. | Sl No. | Conditions to be checked by Electrical Department (Circuit Breaker FEEDER) | Done | Not Reqd. |
|---|---|---|---|---|---|---|---|
| 1. | Contractor / SFU Feeder No PMCC-303 (1R-E) | ☑ | ☒ | 3. | Switch off control supply | ☒ | ☑ |
| **Sl No.** | **Conditions to be checked by Electrical Department (Contractor / SFU FEEDER)** | **Done** | **Not Reqd.** | 4. | Rack out the CB isolated position | ☒ | ☑ |
| 3. | Make power switch/MCCB/MCB off | ☑ | ☒ | 5. | Remove space heater fuses / Make space heater supply off | ☒ | ☑ |
| 4. | Remove control fuses | ☑ | ☒ | 6. | Discharge the cable,before removal | ☒ | ☑ |
| 5. | Remove power fuses | ☑ | ☒ | 7. | Space heater cable removed at equipment | ☒ | ☑ |
| 6. | Make space heater supply off/Remove fuse | ☒ | ☑ | 8. | Power cable removed at equipment | ☒ | ☑ |
| 7. | Discharge the cable,before removal | ☒ | ☑ | 9. | Space heater cable removed at equipment | ☒ | ☑ |
| 8. | Power cable removed at equipment | ☒ | ☑ | | | | |
| 9. | Space heater cable removed at equipment | ☒ | ☑ | | | | |
| 1. | Circuit Breaker Feeder No | ☒ | ☑ | | | | |
| 2. | Put the L/R switch to local mode | ☒ | ☑ | | | | |

**USE OF PERSONNEL PROTECTIVE EQUIPMENT**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Electrical Gloves | ☑ | Arc Shield | ☑ | Goggles | ☑ | Arc protection Suit | ☑ | Apron | ☒ | Helmet | ☑ | Other (Specify) | ☒ |

**Additional precautions/instructions(if any)**

Additional Precautions not given for this Permit

**Remarks(If Any)**

| Sr. No. | Authority | Person Name | Remark |
|---|---|---|---|
| 1 | PermitExecutor | GURU BAKSHEESH AHIRWAR | LOCK-YO1531 ,TAG-2575 |

**Permit Approval Cycle :**

| | Name | Staff No. | Signature | Date & Time |
|---|---|---|---|---|
| Field Engineer Acknowledge | | | | |
| PermitIssuer | SACHIN PAL | 61550 | | |
| Contractor/O&M Issuer | | | | |
| PermitExecutor | GURU BAKSHEESH AHIRWAR | 65234 | | |
| Contractor/O&M Executor | | | | |
| Contractor/O&M CloseIssuer | | | | |
| IsolationCertificateIssuer | | | | |
| IsolationCertificateExecutor | | | | |
| Field Engineer Closure | | | | |

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**Annexure 11**

## Permit for Electrical Energization (P5E) Format

Permit No.: BRAU-EEP2303997

**BHARAT PETROLEUM CORPORATION LIMITED**
**BINA REFINERY, BINA, M.P , 470124**
**ELECTRICAL ENERGIZATION PERMIT**

P5E

CONTACT NUMBERS : FIRECALL : 6666 AMBULANCE / OHC / MEDICALCENTRE : 6111

**JOB DETAILS & PERMIT**

**ISSUER DEPT/SECTION:** Bina Dispatch Terminal **EXECUTOR DEPT/SECTION:** Bina Dispatch Terminal

| | | |
|---|---|---|
| 1. | PERMISSION GRANTED TO | : GAJANAN CHANDRAKANT KOSHATWAR |
| 2. | DESCRIPTION OF WORK (Nature of Work & Tools/Equipments to be used) | : Electrical energization of Motors ELECTRICAL ENERGIZATION |
| 3. | LOCATION OF WORK | : S/S |
| 4. | EQUIPMENT TAG NO, | : 70PMCF1B 70PMCF1B POL MOTOR |
| 5. | FIRE ZONE/AREA | : B1 - BINA DISPATCH TERMINAL & WEIGH BRIDGES |
| 6. | NAME OF CONTRACTOR & CODE NO. | : Aarvi Encon Private Limited (102195) |
| 7. | VALID FROM | : 02/05/2023 08:41 Hrs |
| 8. | VALID TO | : 02/05/2023 14:00 Hrs |
| 9. | LOTO Key Number | : 3649 |

**Additional precautions/instructions(if any)**

Additional Precautions not given for this Permit

**Remarks(If Any)**

| Sr. No. | Authority | Person Name | Remark |
|---|---|---|---|
| Remarks not given for this Permit | | | |

**Permit Approval Cycle :**

| | Name | Staff No, | Signature | Date & Time |
|---|---|---|---|---|
| Field Engineer Acknowledge | | | | |
| PermitIssuer | Nitin Singh Tomar | 61851 | | |
| Contractor/O&M Issuer | | | | |
| PermitExecutor | GAJANAN CHANDRAKANT KOSHATWAR | 61575 | | |
| Contractor/O&M Executor | | | | |
| Contractor/O&M CloseIssuer | | | | |
| EnergizationCertificateIssuer | | | | |
| EnergizationCertificateExecutor | | | | |
| Field Engineer Closure | | | | |

08/05/2023 10:50:33 AM---VEERA PRASAD MUKKA---Page 1

**Annexure 12**

**Risk Assessment Form**

## Risk Assessment Form

Plant :

Permit No :

Activity :

Dept HIRA Ref. No. :

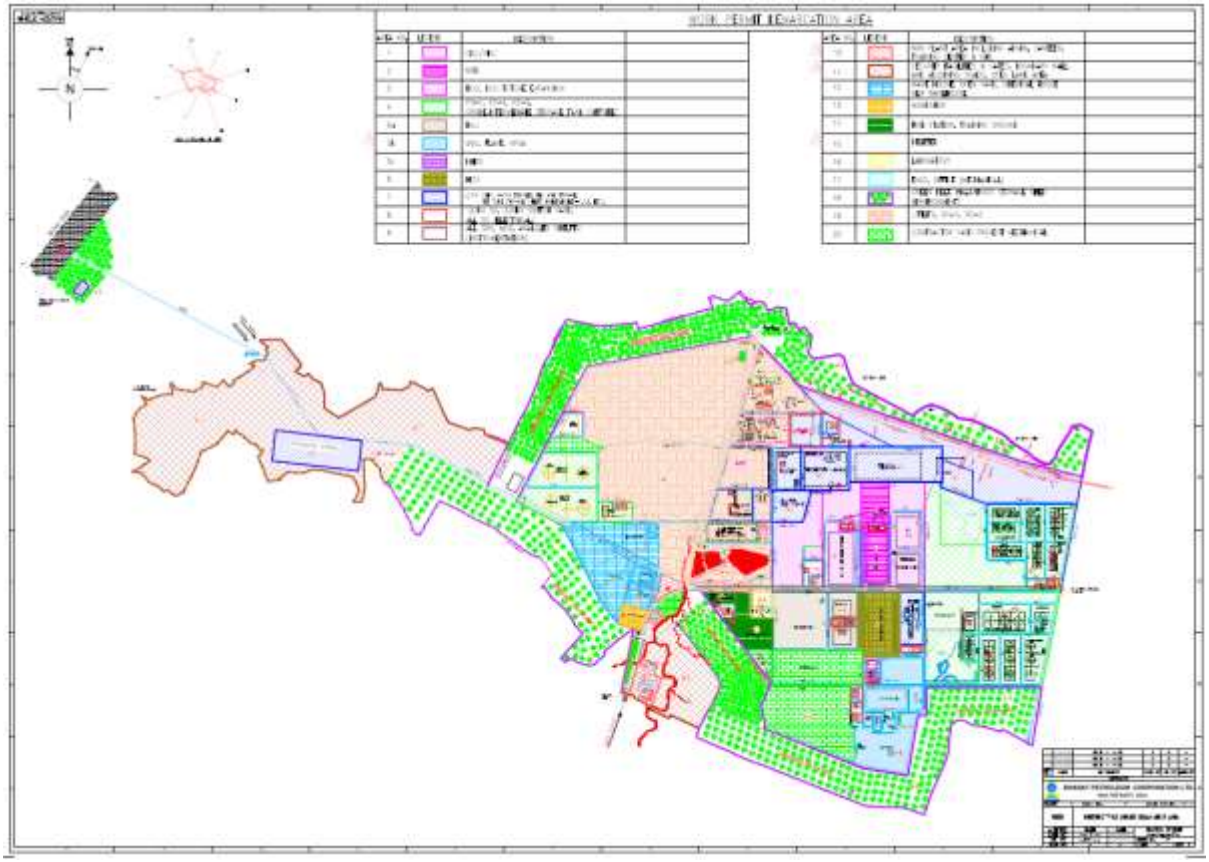
| Sr. No | Hazard Identification "What can go wrong" | Control Measures "For each Identified Hazard | Contingency Plan "Action in case of Emergency |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

| Prepared By: | Name | Signature | Date |
|---|---|---|---|
| Issuer | | | |
| Executor | | | |
| Reviewed By: | Name | Signature | Date |
| GSI/other | | | |

F/03/CPM/WPS/08

**Annexure -13**

**Fire Zone Distribution Map**



| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -14**

## Positive Isolation Certificate

### POSITIVE ISOLATION CERTIFICATE

| | |
|---|---|
| Work Permit Number | |
| Location : Plant / Unit | |
| Process System / Sub-system | |
| Job Description ( Attach the sketch/relevant P & ID showing the position of isolation and blinds along with the certificate) | |

| Sl. No. | Description of Mechanical Isolation (Blind etc) & position (Equip. No. /Line No. | Size / Rating | Installed By AE ( Operation ) | | Mech. Isolation Verified by Issuer (Operation) | | Removal By AE (Operation) | | Removal Verified by Issuer (Operation) | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Sign | Date / Time | Sign | Date / Time | Sign | Date / Time | Sign | Date / Time |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
| 10 | | | | | | | | | | |
| 11 | | | | | | | | | | |
| 12 | | | | | | | | | | |
| 13 | | | | | | | | | | |
| 14 | | | | | | | | | | |
| 15 | | | | | | | | | | |
| 16 | | | | | | | | | | |
| 17 | | | | | | | | | | |
| 18 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 20 | | | | | | | | | | |
| 21 | | | | | | | | | | |
| 22 | | | | | | | | | | |
| 23 | | | | | | | | | | |
| 24 | | | | | | | | | | |
| 25 | | | | | | | | | | |
| 26 | | | | | | | | | | |
| 27 | | | | | | | | | | |

| | Name | Signature | Date | Time |
|---|---|---|---|---|
| Positive Isolation Certificate Authorized by GSI | | | | |

| | Name | Signature | Date | Time |
|---|---|---|---|---|
| Work Completed. Request for De-isolation by Permit Application Authorized to carry De-isolation ( Issuer ) | | | | |

| | Name | Signature | Date | Time |
|---|---|---|---|---|
| I accept the De-isolation is completed ( Issuer ) | | | | |

**Type**

| | | | |
|---|---|---|---|
| D | DISCONNECTED | LOCK | LOCKED |
| L | LINES | BD | BLOCKING DEVICE |
| S | SLIP BLIND | OTHERS | OTHER SPECIFY |

Note : This positive isolation/Blinding certificate will be retained by the issuer and will be available for inspection / auditing

F/03/CPM/WPS/09

**Annexure -15**

## Scaffolding Certificate & Tag

### SCAFFOLDING CERTIFICATE

" Scaffolding request, inspection and certificate"

**Part 1 REQUEST FOR SCAFFOLDING**

I hereby request that the scaffolding for purpose of .....be erected for the duty ( Select from load table as given below ) and height .....Meter.

| Load duty | Light | | Medium | Heavy / Special | | |
|---|---|---|---|---|---|---|
| Maximum Safe load in Kg. | 75 | 150 | 225 | 300 | 450 | 600 |
| Maximum bay length / width in meter | 2.7 | 2.2 | 1.8 | 1.4 | 1.0 | 0.8 |
| Tick whichever applicable | | | | | | |

( Name & Signature of Maintenance Engineer )

M/s _____ Date :

( Scaffolding Contractor )

**Part 2 INSPECTION CHECK LIST**

| Sl. No. | Check Points | Yes/ No/NA | Remarks |
|---|---|---|---|
| 1 | Are the scaffolding erected as per the load duty requested | | |
| 2 | Is every work platform fitted with handrail ( top rail 1200mm and mid rail 600mm high)and a toe board ( 150mm) secured to the platform sides | | |
| 3 | Are the scaffolding in plumb and level ? | | |
| 4 | Are the planks/grating placed in order without undue gaps and anchored ? | | |
| 5 | Are the footing / anchorage for scaffolds sound and the bay lengths maintained as per the maximum Intended load (duty)? | | |
| 6 | Are the poles, legs or uprights of scaffolding are securely braced to prevent swaying / displacement ? | | |
| 7 | Are the base plates (150x150x6mm) provided for scaffolding posts ? | | |
| 8 | Are the base Plates supported by sole plate (300x300x6mm) at unpaved area ? | | |
| 9 | Is kicker lift ( at distance 150mm from ground/base ) provided for scaffold of height more than 6.0 meter ? | | |
| 10 | If the scaffolding is erected above walkways or work areas, are the space between toe boards and railing screened ? | | |
| 11 | If Work is done over men who are working on scaffolding, is overhead protection provided ? | | |
| 12 | Has the scaffolding area suitably barricaded during erection / usage / dismantling ? As far as practicable, barricades shall be provided by keeping a clear distance of 1.0 meter from scaffold structure. | | |
| 13 | Is free standing scaffolding tower protected from tipping by guying or other means ? | | |
| 14 | Is there a safe and convenient means of access? If a Ladder is used, is it rising at least 1050mm above the platform ? | | |
| 15 | Are relevant status boards (tags) attached to the scaffolding completed / under erection as applicable ? | | |
| 16 | Is safe access to equipment or emergency egress restricted by scaffolds? | | |
| 17 | Are wall scaffolding anchored every 10 m of length and 8 m of height ? | | |
| 18 | Are landing platforms provided for access ladders more than 9 meter height? | | |
| 19 | If two pipes are connected, are they overlapped at least 600mm and at least two clamps used.? | | |

**Part 3 CERTIFICATE OF FITNESS OF SCAFFOLDING**

i hereby certify that the scaffolding erected for work permit no. ---------- is ready and fit for use. I further certify that it is intended for light duty / General purpose (Medium duty/) Heavy duty or special duty ( Tick whatever applicable ) service and fit for a load of ..... Kg and should not be overloaded.

Name and Signature of Maintenance Engineer ( Dept. .....)

Name and Signature of Scaffolding Supervisor M/s _____ ( Scaffolding Contractor )

** *This checklist is to be filled up for every new scaffolding erected and thereafter every week as long as the scaffold is in use.*

Bharat Petroleum

# SCAFFOLDING READY FOR USE

PURPOSE : .....

TYPE OF SCAFFOLDS : VERY LIGHT/LIGHT/GENERAL PURPOSE / HEAVY DUTY

_____(kgf. / cm²)

MADE BY : _____(kgf. / cm²)

LOCATION _____

PERMIT NO. _____

(NAME OF CONTRACTOR)

| DATE | NAME OF AUTHORIZED PERSON | SIGN. |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

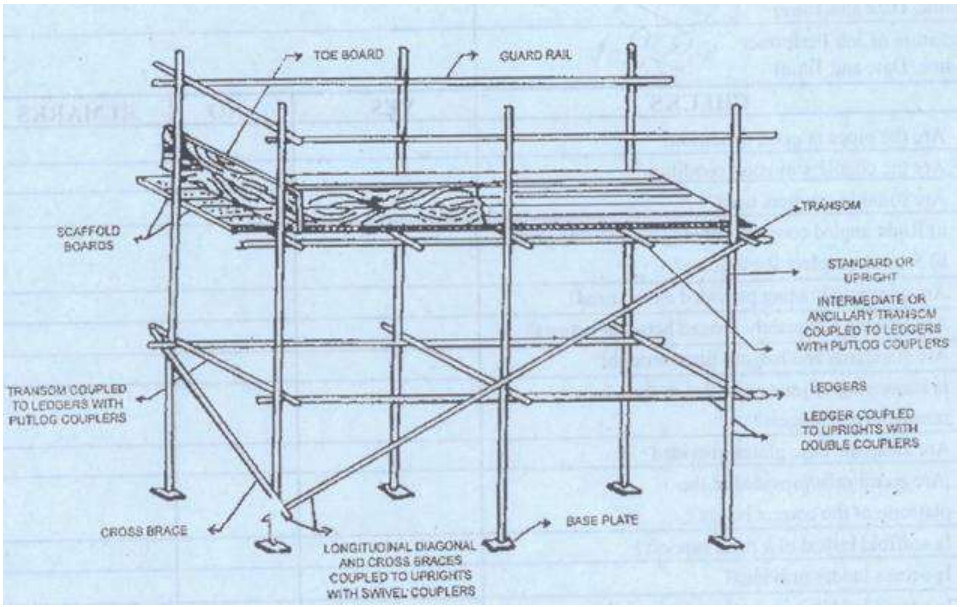
*NOTE :*

1. SCAFFOLDING SHALL BE INSPECTED EVERY WEEK & AFTER EVERY ALTERATION / MODIFICATION.
2. SCAFFOLDING SHALL BE REINSPECTED IN CASE OF ANY ADVERSE WEATHER CONDITION VIZ HEAVY RAIN CYCLONE ETC.

*WARNING*

REMOVAL OR INTERFERENCE WITH THIS SIGN WILL MAKE YOU LIABLE TO DISCIPLINARY ACTION

Document No. F/03/CPM/WPS/11




| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -16**

**Record of Fire water network Isolation**

## Record of Fire Water Network Isolation in Refinery Process Area

| Sr.No | Plant/Area | Date & Time of Isolation/Normalization | | Isolation Valve no. | Details of activity to be carried out | Equipment Isolated | Status | Name of Fire SIC | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| 1 | | Start Date: | | | | | | | |
| | | Start Time: | | | | | | | |
| | | End Date: | | | | | | | |
| | | End Time: | | | | | | | |
| 2 | | Start Date: | | | | | | | |
| | | Start Time: | | | | | | | |
| | | End Date: | | | | | | | |
| | | End Time: | | | | | | | |
| 3 | | Start Date: | | | | | | | |
| | | Start Time: | | | | | | | |
| | | End Date: | | | | | | | |
| | | End Time: | | | | | | | |
| 4 | | Start Date: | | | | | | | |
| | | Start Time: | | | | | | | |
| | | End Date: | | | | | | | |
| | | End Time: | | | | | | | |
| 5 | | Start Date: | | | | | | | |
| | | Start Time: | | | | | | | |
| | | End Date: | | | | | | | |
| | | End Time: | | | | | | | |
| 6 | | Start Date: | | | | | | | |
| | | Start Time: | | | | | | | |
| | | End Date: | | | | | | | |
| | | End Time: | | | | | | | |

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -17**

**Electrical Isolation Tag**

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

**Annexure -18**

**Danger 'Do not Operate' Tag**

| | Prepared By | Reviewed & Issued By |
|---|---|---|
| Designation | Mgr. (F & S) | CM (F & S) |

# ANNEXURE-G TO SPC

# TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS / SERVICES

# TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS / SERVICES

Foreign bidder may source components / sub-supplies and services from India, if allowed as per Material Requisition. For such sub-supplies / services, Commercial Terms & Conditions of the RFQ shall stand modified to the following extent:

1. **PRICING:**

1.1 Unit and total price on FOT Despatch Point basis including packing and forwarding charges.

1.2 Details of Taxes and duties (rates) payable extra on the finished goods, applicable on Indian sub-suppliers.

1.3 Separate and clear break-up of charges for inland transportation is to be quoted by the bidder.

1.4 Materials if ordered against the RFQ are required to be dispatched on door delivery basis through a reliable bank approved transporters.

1.5 Transit insurance of Indian sub supplies shall be borne and arranged by the owner.

2. **CURRENCY OF QUOTE:**

The quoted price of sub-supplies/ services shall be in Indian Rupees only.

3. **AWARD OF ORDER:**

Wherever, a foreign supplier order involving part supply/site work/site services in INR, separate orders shall be issued by referring to the main PO for tax compliance purpose. Foreign Principal shall be the single point responsible Vendor for entire scope.

4. **DELIVERY:**

The delivery period for sub-supplies shall be on FOT site basis within specified delivery period for foreign bidder as per Terms of RFQ/Bidding document.

5. **PRICE REDUCTION SCHEDULE:**

PRS shall be applicable in totality on foreign scope + Indian sourced component / site work for delay in supply of goods/ site work either by foreign principals or Indian counterpart.

6. **PAYMENT TERMS:**

**Payment of Indian sub supplies/Services**

a) 85% through E-Payment with taxes and duties will be paid against receipt of Indian sourced goods/material at project site.

b) 10% against receipt of Indian supplies at site and delivery of main equipment by foreign bidder, as per Terms of bidding document and completion of site work, wherever applicable.

c) 5% on submission of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition, by main bidder.

Note

- Payment of Indian sub supplies/Services shall be released directly to Indian counterpart against Invoices raised by Indian counterpart duly certified by foreign principal.
- In case of Foreign bids with Indian sub supplies, the payment terms of Foreign bidder against shipping documents stands reduced by 5% which shall be released as follows:

  5% payment shall be released thru wire transfer, on delivery of main equipment by foreign principal (as per terms of enquiry document) as well as receipt of Indian supplies at site.

- The payments shall be made after adjustment of Price Reduction Schedule.
- If foreign principal delivers all their foreign sourced goods with Indian sourced delivery yet to be completed and further requests for release of last 10% payment, then this last 10% shall be released to foreign principal by owner against the submission of bank guarantee for this 10% of order value valid for 03 months from CDD plus 1 month claim period or till completion of Indian sourced items whichever is later.

7. **CONTRACT PERFORMANCE BANK GUARANTEE:**

Foreign principal shall submit a single Contract performance bank guarantee for 5% of total order value including value of foreign portion and Indian sourced components / site work, in the foreign currency of quote. For the purpose of conversion of Indian sourced components / site work to equivalent foreign currency, RBI reference rate as on the date of price bid opening shall be considered.

If RBI reference rate is not available for the date of Price Bid opening, the latest available rates of RBI shall be considered.
In the absence of RBI reference rate, SBI TT Sell (Telegraphic Transfer) reference rate on the date of price bid opening or the latest available will be considered. In absence of RBI reference rate, SBI TT reference rate, the conversion Rate shall be taken from the Internet such as:

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

# ANNEXURE-H TO SPC

## Procedure for Vendor Invoice Processing- data collection template

## Vendor master

## Social Media Policy for Business Partners

## Vendor Advisory on Environmental Criteria

# Business Process Excellence Centre

**To Our Esteemed Suppliers/ Contractors,**

BPCL has setup a Business Process Excellence Centre (BPEC) for Vendor Invoice processing.

BPEC will function as a payments factory to receive, digitize and process vendor invoices in a timely and accurate manner. In addition, the centre will receive and account for Bank Guarantees (BGs) & other allied activities like release of retention money/ security deposit etc.

## ➢ Bill Payments

Effective 1st May 2017, the following original documents will need to be sent to BPEC for release of payments:

i) Original Commercial / Tax invoice
ii) Any Supporting documents for payments e.g. Octroi certificate, freight bills, IRN, test certificate
iii) Copy of the Works Contract Tax (WCT) Exemption Certificate for lower/Nil deduction of WCT (Original must be submitted to Kochi Refinery procurement team for their records)

**Please send these documents to the following address for payment processing*:**

***BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)***
***4th FLOOR, BPCL OFFICE COMPLEX***
***PLOT NO. 6 SECTOR – 2***
***BEHIND CIDCO GARDEN, KHARGHAR***
***NAVI MUMBAI-410210***

**Please note that this does not change the BPCL address that needs to be put on the invoice.*

**The following documents should not be sent to BPEC:**

- Excise invoice (Duplicate invoice For Transporter- DFT)
- User reference manuals
- Test booklets
- BG against Earnest Money Deposit (EMD) etc.

**These documents should be sent to the procurement location i.e Kochi Refinery*

**How to Track Status of Bills sent to Business Process Excellence Centre (BPEC)?**

1) For every valid bill received at BPEC, the vendor will be communicated with a unique DPID no. on their registered email ID & mobile no. as per BPCL records
2) Vendors can contact Toll Free No. 1800 224 221 during working days between 9.00 AM to 5.00 PM for any payment/ bill related queries
3) Vendors can write to z_vendorhelpdesk@bharatpetroleum.in for any queries
4) The payment status of your invoices can also be check in Vendor Portal ( *https://efp.bpcl.in/* )
5) The payment status of your invoices can also be check in Mobile Application (https://ebiz.bpc.co.in/EbizPortal/)
6) For status of specific invoices, vendor can also use SMS application by sending SMS **"STAT (Space) <DPID>"** to 9223112222 from their registered mobile no.

**General Guidelines for Invoices**

All invoices should be legible and accompanied with supporting documents required for invoice processing as per the PO. Invoices should be compliant with government requirements on tax invoices and should have the following information:

- PO number, clearly mentioned (45XXXXXXXX)
- Vendor code (Available with your BPCL contract)
- Vendor name
- Vendor address, telephone number, email address and point of contact
- Tax registration number (VAT, Service Tax, Excise etc. as applicable)
- The invoice should be in name of Bharat Petroleum Corporation Limited (BPCL)
- Invoice number
- Invoice date
- Specification of goods and services delivered
- Total gross amount and breakup
- Taxes applicable, with individual tax rates matching with the purchase order
- BPCL Location name and address
- Kindly ensure multiple invoices are not bunched together (stapled) whilst sending the same to BPEC for processing.

**Please note that the above information should be present on the invoice, to ensure that the invoice is processed in a timely manner*.

## ➢ Release of Security Deposit/ Retention Money

*Standard Template for Release of Retention Money & Security Deposit* is duly attached herewith which should be used by all vendors/contractors while submitting their release of Retention/Security deposit requests to BPEC.

With respect to the said template vendors are required to note the following point:

1) Only single Purchase Order (45XXXXXXXX) / Contract (46XXXXXXXX) can be provided per request letter (separate requests letters for each Purchase Order/ Contract)
2) **Photo copies of old invoices/bills** to which the retention money pertains **should not be attached** with the request letter
3) Request letter must be duly signed by the vendor or their authorized representative
4) There is no requirement for BPCL officers to sign on the said request letter
5) Request letter must be sent to BPEC only after completion of job (for security deposit) or completion of defect liability period (for retention money)
6) Vendors can also send scan copy of the said letter duly signed to z_vendorhelpdesk@bharatpetroleum.in
7) Vendors will also be receiving emails for tracking of these requests on their registered email ID's

## ➢ Guidelines for Bank Guarantees and Performance Bank Guarantees

All PBGs and BGs should be accompanied with a cover letter stating one of the following (available with your BPCL contract)

- PO/ Contract number
- RFQ number

In addition, please clearly state the following:

- Vendor number
- Vendor Name, address, email address and phone number
- Vendor point of contact
- BPCL location and address

Further, currently on receipt of these BG's, letters are being sent to issuing Bank for BG Confirmation. On many occasions there are delays or no response from Banks with regards to confirmation of BG's which ultimately leads to delay in release of vendor payments.

**Considering the above pain points, BPCL has tied up with SBI for implementation of SFMS (Structured Financial Messaging Service) Bank Guarantee Process and the salient features are as given below:**

1) Vendors/ Contractors shall provide BPCL's Bank Account No. & IFSC Code ( Details given below) to their existing Bank at the time of application for Bank Guarantee in favor of BPCL
2) Your Bank shall issue the Bank Guarantee & send SFMS message to BPCL Bank confirming the Bank Guarantee as genuine
3) **BPCL's Bank (SBI) shall in turn send the said SFMS message to BPCL's dedicated email ID basis which BPEC shall consider the said Bank Guarantee as verified by Bank**
4) Once the above process is completed, BPEC Team shall proceed with the release of payment to vendors which is due against the said Bank Guarantee.

**Name of Bank**: State Bank of India
**Branch**: CAG Branch, Mumbai
**Account No**: 11083980831
**IFSC Code**: SBIN0009995

# REQUEST FOR RELEASE OF SECURITY DEPOSIT

Date: DD/MM/YYYY

To,

**The Allied Process Team**
**BUSINESS PROCESS EXCELLENCE CENTRE**
**4th FLOOR, BPCL OFFICE COMPLEX**
**PLOT NO. 6 SECTOR – 2**
**BEHIND CIDCO GARDEN, KHARGHAR**
**NEW MUMBAI-410210**

Dear Sir,

Sub: - **Request for Release of Security Deposit**

Request you to kindly release the Security Deposit money held by Bharat Petroleum Corp Ltd as per the details given below:

| | |
|---|---|
| **Purchase Order** | **( 45XXXXXXXX)** |
| **Contract No (if applicable)** | **(46XXXXXXXX)** |
| **Vendor Code** | |
| **Vendor Name** | |
| **Description of Services / Job Carried** | |
| **Security Deposit Amount** | |

(Only one PO/Contract # per Request letter will be accepted)

Thanking you,

Yours faithfully
For M/s…….

_____

# REQUEST FOR RELEASE OF RETENTION MONEY

Date: DD/MM/YYYY

To,

**The Allied Process Team**
**BUSINESS PROCESS EXCELLENCE CENTRE**
**4th FLOOR, BPCL OFFICE COMPLEX**
**PLOT NO. 6 SECTOR – 2**
**BEHIND CIDCO GARDEN, KHARGHAR**
**NEW MUMBAI-410210**

Dear Sir,

Sub: - **Request for Release of Retention Money**

Request you to kindly release the retention money held by Bharat Petroleum Corp Ltd as per details given below

The request to release is based on (Please tick whichever applicable)

- ☐ Retention money is due since defect liability period is complete
- ☐ Performance Bank Guarantee submitted against PO/Contract

| | |
|---|---|
| **Purchase Order** | **( 45XXXXXXXX)** |
| **Contract No (if applicable)** | **(46XXXXXXXX)** |
| **Vendor Code** | |
| **Vendor Name** | |
| **Description of Services / Job Carried** | |

(Only one PO/Contract # per Request letter will be accepted)

| S. No | Invoice Ref. No. | Invoice Date | Invoice Amount | Performance Bank Guarantee No. ( if retention release against submission of PBG) | Retention Amount |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |

Thanking you,

Yours faithfully
For M/s……

## A. Guidance Note for filing the template for new vendor creation-

1. All annexure/details in annexure are mandatory to be filled. If any of the annexure/detail is not applicable to you, please write "Not Applicable" (NA) for the same.
2. All the annexure are required to be dated, signed and stamped by the authorized signatory as per table below –

| S. No. | Type of organization | Authorized signatory |
|---|---|---|
| 1 | Individual/ Sole proprietor | Individual /Sole proprietor (with seal) |
| 2 | HUF | Karta of Family(with seal) )/authorized signatory (with seal) |
| 3 | Partnership Firm | Designated partner (with seal) )/authorized signatory (with seal) |
| 4 | Others | Designated officer (with seal) )/authorized signatory (with seal) |

3. Please attach self attested copies of all relevant certificates/documents (latest) as mentioned below while submitting the details to us –

| Annexure | Particulars | Documents required |
|---|---|---|
| **1** | Company and Tax related data | a. Certificate of incorporation under relevant act/ partnership deed/trust deed<br>b. PAN card<br>c. GST registration certificate, if registered |
| **2** | NEFT data | a. Latest Bank Certification- dated, signed and attested with bank seal **OR**<br>b. Cancelled copy of cheque, self attested and stamped. |
| **3** | MSME | MSME/Udyog Aadhar registration certificate, if registered under MSME |

4. Please indicate E-mail Id and mobile No. to be used by BPCL for sending communication relating to invoice status, TDS certificates, Payment advice etc.
5. The address provided should be as per the GST registration address. However, a different communication address can be given in the Annexure-1 provided the state for which GST number is given and the state of communication address is same.
6. Please indicate whether you are registered, registered under composition scheme of GST act or unregistered under GST**. In case of GST registrations in more than one state, kindly fill in separate template as well as provide full set of documents for each registration**. In case, there is more than one registration no. in one state, please specify “Business Division” of each GST registration number as well.
7. If you are registered under MSME/Udyog Aadhar, please fill Annexure-3 as well.

**B. Guidelines for change in master data for existing vendor code-**

In case of updation of specific details for your existing vendor code, following details is mandatory-

| **S.no. as per Annexure-1** | **Particulars** | **Mandatory/Optional** |
|---|---|---|
| 2 | E-mail ID | Mandatory |
| 3 | Mobile No. | Mandatory |
| 4 | Telephone No. | Optional |
| 5 | Communication Address as per GST registration address | Mandatory |
| 6 | PAN Number | Mandatory, if only PAN updation |
| 7 | Whether registered under GST | Mandatory , if only GST updation |
| 8 | GST Regn no. /Composition registration no. | |
| 9 | Whether unit **for which GST no. is provided** is located in SEZ | |
| 10 | Whether having multiple registration in a state | |

## Template for Updation of Contact Details

| Sr. No | Description | Vendor Response | Remarks |
|---|---|---|---|
| 1 | Vendor code | | |
| 2 | Vendor Name | | |
| 3 | PAN Card No. | | |
| 4 | E-mail ID | | Pls. indicate e-mail Id to be used by us for sending invoice status, payment advice, TDS certificate, Communication etc. |
| 5 | Mobile No. | | |
| 6 | Telephone No. | STD Code: Landline No. : | Pls. indicate STD code followed by Telephone No. |
| 7 | Name of Contact person | | |

I/We confirm that information provided above is true to my knowledge & belief.

Date :_____

_____ (Name of Authorized signatory)

_____ (Signature of Authorized signatory)

_____ (Company Seal)

Place:_____

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

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

## 1. OBJECTIVE

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

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

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

### 1.1. Social Media

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

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

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



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

### 1.2. Scope and Applicability

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

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

### 1.3. Relevant Documents

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

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

(a) General Conditions of Contract for vendors (relevant clauses are placed at Annexure I);

(b) Transportation Contract Agreement Bulk LPG Transportation Contract By Road (relevant clauses are placed at Annexure II);

(c) PCVO, Retail and Lubes Transport guidelines.

## 2. CONTENT GUIDELINES

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

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



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(a) All post and other content shared via Social Media shall abide by applicable laws, including the Information Technology Act, 2000 and rules made thereunder, as amended.

(b) The content posted or shared though official Social Media accounts, shall be relevant, engaging and in line with the Corporation's brand and communication strategy, whether in the form of text, images, gifs, videos, etc.

(c) The Constituents shall be mindful of content and the tone associated with it. A negative tonality, sarcasm, dry humour, pun, memes, etc. should be avoided to steer clear from any controversy.

(d) The Constituents shall be careful and ensure that any content posted or shared through the official Social Media accounts does not bring disrepute to the Corporation. Opinion or comments on political observations, religious beliefs, gender biases, etc. must be avoided while operating official Social Media accounts. In the use of official Social Media accounts, the Constituents shall refrain from forwarding or sharing any videos or images or messages, which are considered inappropriate or any content that is considered offensive, obscene or derogatory in nature.

**(e)** The Constituents shall be cognizant of concerns regarding confidentiality and disclosure requirements, and must at all times, adhere to the Relevant Documents as well as these terms and conditions, to understand what shall be disclosed on a public platform. For instance any communication marked as "privileged" or "restricted" or "confidential" or "not for circulation" should not be shared on Social Media. The Constituents are absolutely prohibited from disclosing commercially sensitive, anticompetitive, private or confidential information. If unsure whether the information that is proposed to be shared falls within one of these categories, authorised representatives of the Constituent may discuss with the concerned official as designated by the Corporation.

(f) The Constituents shall ensure that any references to the Corporation or its employees, or other customers, partners and vendors do not contravene any non-disclosure agreements. The Constituents shall avoid disclosure of any information pertaining to any employee / vendor / customer or individual associated with the Corporation, without their prior consent.

(g) The Constituents shall be vigilant about tagging, mentions and conversations around the Corporation. If it notices any customer complaint, dealer/ distributor/ vendor grievances, media story etc., the same may be flagged to the official channels of the Corporation and will be responded to by authorized personnel within the Corporation.

(h) In the operation of official Social Media accounts, the Constituents shall be cognizant of maintaining professional etiquette for all interactions and shall not initiate or engage in discussions which may be characterised as showcasing a personal opinion such as political or religious beliefs. In

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

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

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

(i) Text, photos, images, musical work in any form, video clips, movie clips, or any other content for which the Constituent does not own copyright, must not be used in any form, and in particular for official purposes to promote any activities related to the Corporation, without obtaining consent from the copyright owner. If the copyright owner for such work cannot be identified or if the consent for use of such work is not provided by the copyright owner, the work must not be used by the Constituent.

(ii) Capturing photographs and/or videos of the Corporation's offices, facilities, and other establishments (within or outside) or customer sites is strictly prohibited. Any such illegal images and/or videos of the Corporation's establishments, offices, facilities and factories or other sites and whether directly emailing or otherwise circulating such content via Social Media posts on the Internet, shall attract legal consequences. Official visual materials may be availed from the Corporation and can be requested through email, to the relevant State / Territory team.

(iii) Creation, sharing and/or distribution of videos which make use of unlicensed music is strictly prohibited.

(iv) Unauthorized videos of any events hosted by the Corporation, whether within or outside the Corporation's premises that may be captured by Constituents shall not be shared/distributed on Social Media.

(v) All Constituents must take due care to protect the Corporation's copyright and intellectual property within and outside the organization.

(j) The authorised personnel operating official Social Media accounts of respective Business Partner shall not post unverified news, or news from dubious 'sources', that may project the Corporation in a negative light.

(k) The admins operating official Social Media accounts shall clearly state the source and give due disclaimers while quoting any third-party content through such Social Media accounts.

(l) Additionally, content on official Business Partner Social Media Accounts shall be limited to the coverage of activities related to the business only. However, these accounts can re-share / retweet the posts of Corporation's official Social Media accounts, subject to the veracity of such accounts.

## 3. ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS

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

(a) Business Partners have the discretion to decide whether their Social Media accounts will be used for personal or professional purposes. However, in any event, whether such Social Media accounts are used for official purposes or personal purposes, to the extent that they declare their affiliation with the Corporation in any way, it is deemed that they will abide by these terms and conditions read with the applicable contractual provisions and the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.

(b) Only official Business Partners accounts are eligible to declare their association with the Corporation or using any content owned by or belonging to the Corporation, including logo, product specifications, product pictures, product catalogues, etc. Such accounts may only post content that are official in nature and reasonably expected to promote the activities specific to its business. Such official Business Partner Social Media account shall be akin to a professional page to promote business interactions and shall not post any content which may showcase the account as expressing opinion on ancillary matters which are not in furtherance of the objective set out under the Relevant Documents, such as posts related to entertainment industry, or political views etc. However, such affiliation or use of Corporation's content, such as logo, product pictures etc. is only limited to use by official Social Media accounts of such Business Partner, and will not, at any time, be used by any authorised or other personnel of such Business Partner, in the operation of a personal Social Media account.

(c) Every Business Partner's official or personal (individual) Social Media account is prohibited from posting / circulating any official communication / document or disclosing any business-related or other confidential information, pertaining to the Corporation, in accordance with the Relevant Documents.

(d) Each Business Partner Social Media account, particularly those accounts which have been permitted to acknowledge their association with the Corporation, has an obligation to exercise caution in the posting or sharing of content on Social Media, and shall undertake adequate diligence prior to posting any content. In particular, such accounts shall be fully cognizant of posting or providing traction to any 'fake news' and shall refrain from posting or sharing unlawful, controversial or unverified news, or news from dubious 'sources', particularly in relation to the Corporation and the Central / State Governments.

(e) The Business Partner Social Media account which are maintained for official purposes, shall refrain from engaging in unlawful or inappropriate posts or sharing any content that may be defamatory or may have the effect of downplaying the Corporation's business or competitors. In addition, such account should also not post or share content using derogatory language or is likely to demean sentiments of anyone with whom they engage in any public communication using Social Media.

(f) Business Partners using Social Media for official purposes and especially those accounts that have been approved by the Corporation, shall maintain professional and proper etiquette in online interaction via Social Media and shall not engage in inappropriate behaviour. Such inappropriate behaviour includes but may not be limited to posting, sharing or endorsing in any form, any content which may be considered as:

(i) Divisive, unethical or unlawful at the workplace;

(ii) False, or derogatory, or amounting to bullying, trolling, intimidating, or harassing including using offensive, defamatory, threatening, discriminating, obscene or insulting language;

(iii) A misrepresentation of the Corporation, such as creating any unofficial groups or networks (whether intentional or unintentional) using the Corporation's name, logo, or email address;

(iv) Compromising the confidentiality (of the Constituents and/or the Corporation's information), or creating a conflict of interest;

(v) Disclosing commercially sensitive, anticompetitive, or information which is marked as restricted for internal circulation within the Corporation;

(vi) Misleading and misrepresentative, such as creating or endorsing any video channel / account representing the Corporation or any specific Business Unit, or otherwise posting or sharing any content owned by the

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

(vii) Amounting to pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature) or content that could be considered as offensive, obscene or criminal; or

(viii) Creating or likely to create any liability (whether criminal or civil, for the Corporation).

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

(g) Any violation of these Social Media T&Cs shall be treated as violation of General Conditions of Contract of the Corporation and may invite action by the Corporation as deemed fit, based on the sole discretion of the Corporation.

(h) The Corporation has a zero-tolerance policy for any complaints that may be brought to its notice via Business Partner Social Media accounts. In the event the Business Partner or its associates *etc.* are dissatisfied with the Corporation, or have any unresolved query or grievance against the Corporation or any individual who is in the employment or association of the Corporation, the Business Partner or such person associated with it must reach out to the designated official and follow the hierarchy established within the Corporation. All such communication must follow the formal processes that are available as per contractual agreement with the Corporation. In the event the Business Partner, whether by itself or its employee or associate publishes any such information on Social Media or discloses details of any complaint or dispute with the Corporation on a public forum through Social Media, it will be in breach of the terms of these T&Cs and its agreement with the Corporation, and the Corporation will have the right to pursue such legal remedies as may be appropriate and available under law.

(i) Upon termination or expiry of the Relevant Document / underlying contractual agreement between the Corporation and the Business Partner, the Business Partner shall ensure that all references and posts which disclose any affiliation with the Corporation has been scrubbed from the Business Partner's Social Media account and a formal written declaration to this effect must be provided to the Corporation, within 7 days of such termination or expiry.

## 4. ENFORCEABILITY AND COMPLIANCE

4.1. These Social Media T&Cs are construed to be a part of the Relevant Documents and form an integral part of the contractual understanding between the Corporation and the Business Partner.

4.2. Any violation of the Social Media T&Cs shall be treated as violation of respective contractual understanding between the Corporation and the Business Partner, and may invite appropriate action by the Corporation as deemed fit.

4.3. The Business Partner agrees and understands that all activities of the Business Partner's official Social Media Account is subject to monitoring and periodic audits by the Corporation, if required.

4.4. The Business Partner will provide its written acknowledgement to these Social Media T&Cs, in the form set out in Annexure III, failing which the Corporation may take such action as may be necessary to ensure compliance with these terms and conditions.

4.5. The concerned official of the Corporation shall be responsible for reviewing the compliance of these Social Media T&Cs as may be required to ensure that it meets legal requirements and reflects best practice.

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## ANNEXURE I

## GENERAL CONDITIONS OF CONTRACT FOR VENDORS

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

*34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in- Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.*

*34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.*

### Clause 44: Liens

*44.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge.*

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## ANNEXURE II

## TRANSPORTATION CONTRACT AGREEMENT FOR BULK LPG TRANSPORTATION CONTRACT BY ROAD

**Clause 28:**

*(a) The Transporter shall remain at all times liable to the Corporation for any loss or damage caused to any building, plant machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Transporter, their agents, representative or employees. The Corporation shall be entitled to deduct from the amounts payable to the Transporter under this Agreement or otherwise the loss or damages so suffered.*

*(b) The Transporter will be liable for any loss and/or injury to Corporation's employee due to careless, negligent, wrongful act or default of the Transporter, his/their representatives or employees in carrying out the job under this contract.*

**Clause 38:**

*All terms & conditions stipulated in the Guidelines for Bidders, Tender Terms & Conditions, Declarations, Agreement, Industry Bulk LPG Transport Discipline Guidelines and other documents furnished with the Tender and related correspondence shall form part of the contract. The Corporations are entitled to frame and implement the Policy(ies) applicable to Transporters, and to modify and amend the same from time to time, and that the Policy(ies) as framed, amended and modified would be binding on the Transporters, immediately upon being communicated to them.*

**Clauses from Transportation Agreement of Retail and MAK Lubricants**

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ANNEUXRE III

## FORMAT OF ACKNOWLEDGEMENT

**To,**
**[***insert details to whom such acknowledgement may be addressed***]**

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

OR

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

OR

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

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

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

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

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

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

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

_____
(Signature & seal)

Name:
Designation: Date:

# BPCL Supplier / Vendor Advisory on Environmental Criteria

Dear Suppliers / Vendors,
As you aware that environment is one of the most precious gifts given to us by Mother Nature. We must be conscious of our actions and act responsibly to preserve and conserve the environment. BPCL has always endeavoured to be a responsible & conscious corporate citizen. We would also want to engage you - our suppliers - in the efforts to reduce our impact on the environment.

Below are the advisory guidelines on environmental criteria, which we want our suppliers to follow:

**1. Emission / Pollution Control (Air, Water, Soil, Noise etc.)**

a. The organization and its all operations should follow all laws related to emission / pollution norms.
b. The organization should get all necessary approvals & certifications for emission / pollution control from relevant authorities for plants, equipment, vehicles etc.
c. Monitoring mechanism should be put in place for all emissions / pollution emitted from organization owned assets e.g. Equipment, vehicles etc.
d. Organization should conduct training and awareness programs for the staff on emission / pollution impacts & prevention.

**2. Energy**

a. Monitoring energy consumption by the organization from all sources should be done.
b. Organization should strive to reduce energy consumption by employing energy efficiency & conservation measures.
c. Use of alternate fuel sources & renewable energy should be promoted by the organization.

**3. Water**

a. Water consumption from all the sources should be monitored by the organization.
b. Reduction in water consumption should be aimed by treating waste water & alternative use of waste water.
c. Waste water should be treated to remove harmful elements before releasing it to the eco-system.

**4. Reducing Resource Intensity**

a. Optimization / re-use / recycle techniques should be used to reduce the use of resources.
b. Minimizing use of resources having major environmental impact should be done and substitutes should be found.
c. Proper handling should be done for hazardous resources (chemicals etc.) having impact on humans & eco system.

**5. Waste Management**

a. Waste segregation based on type of waste (solid, liquid, hazardous, etc.) generated by the organization should be done.
b. Opportunities for recycling & re-use of waste should be identified & promoted by the organization.
c. Hazardous waste should be handled by trained personnel & disposed to authorized agencies only.

**6. Risk Mitigation**

a. Environmental Risk Assessment should be carried out for all the organization's operations.
b. The severity / extent of damage due to the environmental risk should be estimated.
c. Staff / personnel involved in operations related to environmental risk should be trained and regular awareness programs should be conducted.

The guidelines are indicative of the direction that the suppliers should take to be more environmentally supportive. Suppliers should join hands with BPCL in making a value chain that is environmentally aware and responsible.

# ANNEXURE-I TO SPC

# PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATION

# स्वदेशी सामग्रियों के लिए पैकिंग, मार्किंग, शिपिंग और दस्तावेज विनिर्देश

# PACKING, MARKING, SHIPPING AND DOCUMENTATION

# SPECIFICATIONS FOR INDIGENOUS MATERIALS

| Rev. No | Date | Purpose | Prepared by | Reviewed by | Approved by |
|---|---|---|---|---|---|
| 2 | 20.04.2024 | ISSUED FOR COMPLIANCE | DDC | DRC | CGM & HOD (Shipping) |
| 1 | 10-09-2018 | ISSUED FOR COMPLIANCE | DDC | DRC | ED (SCM) |
| 0 | 05-12-2012 | ISSUED FOR COMPLIANCE | DDC | DRC | GM (I) |


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**Abbreviations:**

| | | |
|---|---|---|
| CM | - | Centimeters |
| EIL | - | Engineers India Limited |
| E-way bill | - | Electronic Way Bill |
| Kg | - | Kilograms |
| FTL | - | Full Truck / Trailer Load |
| KGS | - | Kilograms |
| L.R. | - | Lorry Receipt |
| GR. | - | Goods Receipt |
| mm | - | Millimetre |
| MT | - | Metric Ton |
| NO. / NOS. | - | Number / Numbers |
| P.O. | - | Purchase Order |
| RCM | - | Resident Construction Manager |

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**Shri G.Suresh , C.G.M (SCM-Inspection)** 12/6/24

**Shri Chandra Shekhar, Sr.G.M (SCM-Inspection)** 12/6/24



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# 1. GENERAL

## 1.1 Purpose

This specification details the minimum requirements for the preservation, packing, marking, shipping and documentation of Products, materials and equipment as specified in the respective Purchase Orders or Contracts. This specification forms an integral part of the Purchase Order or Contract issued. However, whenever specific instructions are detailed in the Purchase Order / Purchase Requisition and are in conflict with this specification, particular instructions mentioned in the individual Purchase Order /Purchase Requisition or Contract shall prevail over this general specification.

## 1.2 Requirements and Conditions

The following requirements are intended as minimum requirements, and compliance to these requirements in no way absolves or relieves Supplier of any responsibility or obligation outlined in the Purchase Order. Supplier shall ensure compliance to the preservation, packing ,marking ,shipping and documentation guidelines specified in this document.

In all circumstances, the packing will be designed and constructed in order to support materials during transportation as well as to prevent the materials from damage due to impact, extreme climatic conditions, sun and rain. It must be ensured that the materials and equipments are delivered to the job site by sea, road or air, in good condition.

The Supplier shall, at its own cost, ensure items to be transported are carefully packed and protected in accordance with best practice, having due regard to the climatic conditions encountered during the passage, method of carriage and handling / loading / unloading processes. In addition to any of the measures detailed within this Specification, the Supplier shall apply any other measures that, in its experience, are required to safeguard the particular item. The Supplier shall obtain the approval of EIL / Owner for any variation to the packing, marking and shipping requirements outlined in this Specification.

## 1.3 Responsibility and liability

Supplier shall be held responsible for any damages and / or losses of all and any kind that may occur by not respecting these specifications. Owner / EIL reserves the right to reject any packing when the packing does not conform to these specifications / instructions and / or when the packing does not ensure perfect protection of the goods and materials. Supplier is responsible for the weights and dimensions declared and the marking of the packages. Supplier will be held responsible in the event goods and materials becoming useless, broken or damaged as a result of poor packing and / or stowing or due to corrosion because of insufficient or inadequate protection. All direct and indirect costs resulting thereof will be back charged to Supplier.

# 2. CLEANING AND PRESERVATION

## 2.1 Cleaning

All equipment, materials and parts shall be thoroughly cleaned inside and outside and shall be free from grease, oil, weld spatter, rust and all other foreign matter prior to preservation.


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### 2.2 Preservation

Articles may be exposed to severe environmental or climatic conditions, moisture and dust. All materials and equipment shall be packaged suitable to prevent damage and deterioration during transportation and storage. Where damage occurs due to inadequate packaging of items, the liability for costs associated with rectification of the damage will be to the Supplier's account. All metals subject to corrosion shall be treated with a corrosion preservative suitable for the purpose intended. Products susceptible to corrosion must be packaged in a dry non-corrosive environment for the duration of shipment and storage, for a minimum of 1 year or any other higher duration specified in the PO/PR. All bright and machined parts shall be coated with a recognized rust preventative suited to the particular application concerned. All internal parts of machinery shall be treated with lubricant containing rust and oxidation inhibitors to protect equipment from any possible damage. Such lubricants shall be compatible with those which will subsequently be used in service and shall be identified by appropriate tagging. Electrical equipment and instrumentation shall be packed with a suitable desiccant. Delicate equipment such as instruments, electrical switchboards and panels etc. shall be packed for protection to eliminate the effects of vibration.

Wherever necessary, desiccant packs shall be kept to avoid excessive moisture in the packing.

## 3. PACKING

### 3.1 General

The instructions herein shall be considered as general directives and minimal requirements, which are applicable to the packing of all equipment and materials. The Supplier is responsible for the correct and adequate packing of the equipment and materials so that these equipment and materials will arrive at destination undamaged and the packing itself in such a condition that it will be suitable for a minimum of 1 year storage or as specified otherwise.

### 3.2 Packaging Materials

All packaging together with packaging and protective materials shall be new, maintain its integrity and perform its intended function while being transported, handled and stored.

The quality of packing shall provide maximum protection against damage, breakage and pilferage during transport, storage and multiple handling, including handling by hoisting, lifting devices and / or forklift trucks. Material used for packaging, packing, wrapping, sealers, moisture resistant barriers and corrosion preservatives shall be of recognized brands and grades and shall conform to the best world standards.

Packaged Products showing any damage, defect or shortage resulting from improper & inadequate packaging, packaging materials or packing procedure or having concealed damage or being short at the time of unpacking shall be subject to rejection and be replaced at the Supplier's cost

### 3.3 Packing requirements

#### 3.3.1 Wooden Boxes and Crates

Interior support board shall be of strength to withstand multiple handling. Tops of crates shall be one piece wherever possible to avoid seepage through cracks; otherwise a top coating is required. Waterproof lining shall be used for sides, ends and top of crates, proper venting of cargo boxes containing machinery is required, as well as sufficient use


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of desiccants. Crates shall be diagonally braced on all faces and suitable for hooks, slings and forklifts. Heavy items shall be secured with wood braces. Fragile items shall be cushioned. Material packed in large boxes shall be layered between plywood sheets to maintain load integrity during transit. Banding shall be used on all boxes to prevent distortion / deformation of the box.

### 3.3.2 Pallets

When equipment and/or materials are packed on pallets (wood or synthetic), these should be solid double deck pallets that provide adequate load support during transportation and storage (under not always ideal conditions). The pallets should have a dynamic load capacity, enough to carry the mass loaded on the pallet. Where feasible, the top surface of the pallet must be flat. The pallet design must enable safe handling by forklift, cranes etc. and storage on rough surface. Pallets shall be covered with wrapping. All corners, horizontal and vertical shall be protected with cardboard protection strips. The pallet must be tide on all sides with steel or synthetic straps.

## 3.4 Packaging

All equipment and materials shall be properly fixed (by bolts, clamps, supporting beams, etc.) in such a way that internal movements and / or loosening is impossible. Under the top cover (roof) depending on the case and crate length, sufficient number of strong beams shall be placed and properly fixed in order to allow stacking of the cases and crates avoiding any compression. Equipment parts and materials which may be subject to damage by vibration and /or shock must be protected using shock-absorbing material. All equipment and materials which may be damaged by moisture shall be packed in airtight bags in which sufficient desiccant material (e.g. silica gel) is placed. All openings on the equipment must be closed with wooden / metal or plastic covers to prevent damage to the openings and interiors. Fragile and loose parts easily damageable pertaining to the equipment must be securely and properly packed in a separate case.

## 3.5 Waterproofing

Cases including the cover shall be internally lined with a strong type of waterproof paper or plastic foil. Equipment and materials shall always be packed in a foil (polyethylene or aluminum) for extra (double) protection against rainfall. Those foils shall be applied in such a way that they are self draining.

## 3.6 Hazardous cargo

The hazardous materials shall be packed in accordance with and in cognizance to the applicable rules, regulations and tariff of all Governmental Authorities and other Governing bodies. Hazardous materials shall always be packed and documented separately from any other material. It shall be the responsibility of the seller of hazardous materials to designate the materials as hazardous and to identify each material by its proper commodity name and its hazardous materials class code. Safety and emergency procedures shall be displayed outside the package. Any certificates required for transportation or for statutory authorities as applicable, needs to be provided before shipment of the goods.

# 4. GUIDELINES FOR PACKING GOODS

In subsequent paragraphs details of different types of packing for different types of goods are defined. Supplier shall make packing details / procedure based on the applicable guidelines



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Chemicals in powder form, catalysts, refractories & like materials etc. shall be packed in drums only.

### 4.1 Pipe

All pipes 2" included and below shall be packed in crates.. Pipes over 2" up to 6", shall be bundled and banded in bundles of uniform length. Bundling is carried out with U-IRON or traversal planks, joined with threaded connecting rods with locknuts.. Bundle weight shall not exceed 2,000 kg. All pipes are to be capped and ends sealed with waterproof tape (tape is not necessary if end caps are of the pre-shrunk or self-sealing type).Pipes larger than 6" shall be shipped as single lengths with the ends capped. End caps are to be of the recessed type to enable the use of soft faced hooks, but still completely sealing the end and also protecting the weld. All stainless steel / non-ferrous piping must be packed separately in wooden crates. Any banding of bundles is to be with the same material. The bundling and packing of pipe and instrument tubing shall enable the safe discharge of pipe on site using clamps and forklifts. All pipes shall be supported along their lengths to prevent bending / flexing during transport. During loading / unloading slings shall be applied to the center of the load as well as on each end to prevent bowing.

Pipe and rigid conduit smaller than DN50 diameter shall be bundled in units not to exceed 1000 kg. Threaded and coupled pipe shall be equipped with plastic thread protectors. All material shall be segregated and shipped by generic material type to prevent cross contamination. Where wire rope or chains are used, adequate padding shall be used at points of contact with pipe. Care must be taken to prevent any chafing of pipes against each other or against the metal structures of the vehicle during transportation. Where necessary, such metal structures must be padded with planks or plastic tubes. Skids and dunnage must be used between the bundles in transit as well as in the storage of coated pipes.

### 4.2 Pipe Fittings, Flanges, Valves and Gaskets

All pipe fittings, flanges and valves up to 6", are to be packed in cases / crates. For items over 6", these may be fixed securely to a pallet base and enclosed in a crate, for protection. All flange faces / bevel ends shall be suitably protected with plastic caps / end protectors. Where valves have actuators attached, rigidity must be ensured for the valve and actuator. The vulnerable parts of the actuator are to be completely protected within a wooden crate. Empty spaces shall be filled with expanded PU foam to restrict movement in the crate. All stainless steel fittings, flanges and valves of all sizes, must be packed separately in wooden crates. Any strapping is to be with the same material. Gaskets are considered fragile and shall be treated as such. Individual gasket sizes shall be boxed and labeled separately.

All threaded fittings and pipes should be greased and provided with plastic caps.

### 4.3 Steel Structure and Plates

Structural steel sections and plates shall be strapped in bundles of convenient size and weight for handling. Rolled and shaped plates shall be provided with suitable bracing to eliminate distortion during transit, and shall be bundled in uniform lengths. Each bundle shall be marked with a metal tag, hard stamped, secured under steel wrapping.

### 4.4 Itemized Equipment

Units or parts belonging to main equipment but separately packed shall be clearly marked for easy identification with the main equipment to which they relate.


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All gasket face of flanges, machined working surfaces and threaded parts of all equipment shall be covered with rust preventive tape or by application of oil based alkyd primers or zinc bases epoxies or thin zinc silicate coatings specially formulated for the preservation of CS and Alloy Steels. All flanged connections of vessels shall be protected by metal plates correctly casketed by wooden plugs or plastic caps suitably secured in position.

Vessels shall, where possible, be packed on skid constructions and secured with adjustable steel straps. Manholes and other major openings shall be protected with cover flanges or metallic plates firmly secured. Smaller openings shall be closed with plastic plugs / caps.

All vessel internals and items not installed by Supplier at works including accessories such as small parts, bolts, nuts, gaskets, etc. shall be packed in wooden cases separately for each vessel or apparatus and marked with the same item number as the vessel / apparatus in order to protect all parts from loss or damage in transit. Internals, bolts and gaskets for service / testing operations shall be supplied with the vessels / items by Supplier and all internals shall be boxed separately and marked according to marking procedure.Each item shall be supplied correctly and identified for field installation by others.

All vessels / heat exchangers or items of such construction shall be dried, thoroughly cleaned inside and be free of all dirt and loose foreign materials. The equipment shall be filled with Nitrogen. Make up arrangement for loss of Nitrogen along with a pressure gauge shall be installed.

All commissioning spare parts shall be packed separately and marked with the relevant main item number.

Pumps, compressors, rotating equipment, turbines and motors will require specific packing and preservation as per the relevant Technical Specification. For skidded equipment openings, flange faces, threaded connections, wires, valve stems, and other component parts that may be subjected to mechanical damage or corrosion shall be adequately protected. This protection shall be applied to all components, both those removed and boxed and those remaining in place on the skid assembly. Each skid shall have one box strapped to it containing a complete set of drawings together with a manual covering installation and operating instructions and other pertinent instructions required for reassembly of components that were disassembled for shipment.

### 4.5 Control Panels and Electrical Devices

Equipment such as control panels, instruments and electrical devices shall be packed in an interior moisture / vapor-proof barrier with silica gel or comparable desiccant. Desiccants shall be bagged to avoid dispersing in containers. The quantity of desiccant shall be calculated in accordance with the manufacturer's recommendations. Equipment must be secured to the case with bolts, blocks or straps. Adequate precautions (for example, shaft locks to prevent longitudinal / rotational movement of rotor shafts in motors) shall be included in the packaging of all equipment which has plain, ball or roller bearings so as to minimize the risk of bearing damage.

### 4.6 Instruments

Instruments shall be thoroughly clean, dry and free from rust and individually wrapped using polythene sheets / U foam / Thermocol sheets depending upon the items and then packed in wooden boxes. The left out spaces and top of the boxes should be filled with rubberized coir to get proper cushioning effect. Special attention shall be paid for arresting movements of their operating mechanism during transportation. Silica gel or


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desiccant (with recognized brands / grades) shall be strapped inside but shall not come into contact with the paintwork.

### 4.7 Cables

All electric cables to be packed in new cable drums made of steel and painted with epoxy resin paint. Cable ends to be carefully protected before packing. Polythene sheet should be wrapped over the cables and sealed properly. Cable drum can be put in wooden crates for ease in handling and transportation.

### 4.8 Saddles, Supports, Spiders and Lifting Equipment

All items which cannot be transported without independent supports must be supplied with Shipping saddles suitable for land and / or ocean transit. Such transport saddles are to be included within the scope of supply. Supplier is to advise of any requirement for lifting beams or other specialized lifting equipment and will include provision for use of such equipment for loading purposes. The Supplier is responsible for ensuring that all modules and oversize items are adequately braced and where required, plastic wrapped suitable for transport. Modules and oversize items shall be packaged to prevent damage during transport.

### 4.9 Assortment Of Package / Spare Parts for Erection and Commissioning

Equipment and / or parts of different item numbers shall not be packed together in the same package. Small goods such as accessories, spare parts for erection and commissioning and special tools shall be packed separately in respective inner boxes with tags or labels attached there, being clearly indicating their contents. In case such accessories, spare parts and special tools are packed in separate boxes / crates, item no. of main equipment shall be clearly mentioned in Main Shipping Mark for easy identification.

## 5. MARKING

### 5.1 General

The purpose of the marking is to identify the packages and detail the weight and dimensions to assure efficient and correct handling during transport and upon arrival at destination.

### 5.2 Marking Instructions & dispatch details

Packages and crates will be marked with indelible black paint. Marking must be perfectly legible. All packages shall be clearly and properly marked in English language if not otherwise specified.

The shipping marks, shall be stenciled on two sides and one end marked with clear characters at least 5 centimeters high (where crate size permits, otherwise use optimum size for each package dimension).

The texts shall be printed by means of stamps, stencil-plates or electronically. The use of stickers is not allowed, unless securely covered by plastic. Bundles shall be marked by embossing on two metal tags bearing the shipping marks and placed on each side of the package and securely attaching them to the goods. Paint shall be used on metal surfaces.

Labels or tags to be clearly visible and shall be of a quality to remain visible and remain attached during transit, handling and storage for a minimum period of 12 Months.



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Crates containing fragile articles must be packed with special precaution against risk of breakage and must be stenciled on all sides "FRAGILE - HANDLE WITH CARE". Where crates are not to be overturned, Supplier must show on the crates, clear and readily visible identification, to ensure they are kept in the correct position.

Packages / equipment of 2,000 kg or more must be marked with slinging points on all sides, in addition to the centre of gravity marks.

Number packages consecutively i.e. 1 of 10, 2 of 10, etc. Do not duplicate package numbers. SUPPLIER is responsible for any loss or damage caused by incorrect marking.

All cases/crates shall also be marked with the appropriate international standard graphic symbols for handling.

As a minimum, all cases/crates are to be marked clearly on all four sides with:

**"HANDLE WITH CARE" "RIGHT SIDE UP" "KEEP DRY"**

In the case of packages with a single gross weight totaling 2,000 kg and / or a height of more than 1m, the centre of gravity shall be clearly marked with the symbol on two adjoining sides. For all items of equipment with an eccentric centre of gravity, this symbol shall be marked at the bottom, side and top of the package.

The slinging and lashing points shall be marked with a chain symbol.

When packing in cases / crates, these packages shall also have metal corners at the slinging points.

External front and rear sides of the boxes shall be planed for writing instructions. To facilitate identification, the required colour coding as per the specifications shall be carried out on each package and on corners of pipes & plates.

In case of bundles or other packages wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be protected / covered with gunny bags upto 18" (Eighteen Inches). In case of loose pipes, sticker of above markings should be pasted on inner wall corner of each pipe on both sides

Dispatch details such as consignor / consignee address, contract and case details, stacking instructions shall be written on one side of the boxes. One copy of packing slip wrapped in polyethylene bag covered with aluminum packing slip holder to be nailed on the external surface of the box. A packing list and preservation instructions shall be enclosed in a clear weatherproof plastic re-sealable envelope stapled to the box such that the receiver may determine contents without opening the container. An additional packing list is to be enclosed in a clear waterproof plastic re-sealable envelope stapled inside the container. Stapling of the envelopes shall not prevent removal of the documents.



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### 5.3 Shipping Marks

Each package shall be marked on three sides with proper paints / indelible waterproof ink as follows:

(OWNER)

(DESTINATION)

PURCHASE ORDER NO. ----------

NET WEIGHT ---------- KGS. GROSS WEIGHT ---------- KGS.

DIMENSIONS ---------- X ---------- X ---------- CMS

PACKAGE NOS. (SL. NO. OF PACKAGE) OF (TOTAL NO. OF PACKAGES)

TAG / ITEM NO. ----------

SUPLLIER'S NAME----------

The details of the Owner / Project are defined specifically in the Purchase Order / Contract.

### 5.4 Storage Code

The type of storage required is required to be specified, on each packaging in RED colour as follows:

| | |
|---|---|
| X | Crates or packages to be stored outdoor without covers |
| XX | Crates or packages to be stored under tarpaulin |
| XXX | Crates or packages to be stored in covered or enclosed premises |
| XXXX | Crates or packages which must be stored in air-conditioned premises |

## 6. SHIPMENT

Dispatch of material shall be made in accordance with the relevant terms of Purchase Order. Name of the owner, Project, location and other relevant information shall be as per the relevant annexure(s) to the Purchase Order / Contract.

Any change in mode of transport shall be resorted to only after prior approval in writing from EIL / Owner. Supplier shall ensure dispatch of equipment / materials immediately



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after they are inspected and released. All consignments should be booked in the name of 'owner' and not under 'self' basis.

### 6.1 Dispatch By Road:

a) The Materials shall be dispatched on Door-Delivery basis (smalls or FTL) through a registered transporter.

However, in case, the transporter is nominated by EIL / Owner, the goods shall be dispatched through the same only.

b) The supplier shall ensure with Transport Company the delivery of materials within a reasonable and minimum transit period. A complete set of dispatch documents (Delivery Challan / Invoice / Packing List / Test Certificate / L.R. / E-way Bill number etc.) shall be sent to concerned officials of EIL / Client (as specified elsewhere in RFQ/PO).

### 6.2 Shipment By Air:

Whenever supplier is instructed by EIL/ Owner to airfreight any material, the supplier shall take prompt action for the same. Immediately after air-shipment is effected, the vendor shall intimate by e-mail, the details of Airway Bill number and date, the flight No., Number of packages etc. to concerned officials of EIL / Client (as specified elsewhere in RFQ/PO).

### 6.3 Destination:

The consignments should be dispatched to the Consignee / Address as detailed in the Purchase Order.

### 6.4 Advance Information:

Immediately after a shipment is made supplier shall intimate Underwriter, other concerned officials of EIL / Client (as specified elsewhere in RFQ/PO) vide mail regarding particulars of materials, value, Purchase Order No., date of dispatch, L.R. number, E-way Bill No., truck no., name of Transport Company.

### 6.5 Transmission of Dispatch Documents :

Supplier shall, within 48 hrs. of the dispatch of the materials depending upon the payment terms of the Purchase Order, either negotiate through Owner's / EIL's Bankers (as applicable) or forward directly, by Courier the complete set of dispatch Documents to Owner / EIL. as applicable in line with the PO terms & conditions. The supplier shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage / demurrage, if any, due to delay in transmittal of the required documents.

## 7. TRANSIT RISK INSURANCE

All equipments / materials will be insured for transit risk by (Owners) unless otherwise specified. The insurance cover will be provided from warehouse-to-warehouse.


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# विदेशी सामग्रियों के लिए पैकिंग, मार्किंग, शिपिंग और दस्तावेज विनिर्देश

# PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIALS

| Rev. No | Date | Purpose | Prepared by | Reviewed by | Approved by |
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**Abbreviations:**

| | | |
|---|---|---|
| CM | - | Centimeters |
| DDP | - | Delivered Duty Paid |
| DGR | - | Dangerous Goods Regulation |
| EIL | - | Engineers India Limited |
| ETA | - | Estimated time of arrival at Destination Port |
| ETD | - | Estimated time of Departure at the Port of Loading |
| EXIM | - | Export Import Policy of India |
| FCA | - | Free Carrier |
| IATA | - | International Air Transport Association |
| IMDG | - | International Maritime Dangerous Goods |
| ISPM 15 | - | International Standards of Phytosanitory Measures 15 |
| Kg | - | Kilograms |
| mm | - | Millimetre |
| MSDS | - | Material Safety Data Sheet |
| MT | - | Metric Ton |
| NO. / NOS. | - | Number / Numbers |
| P.O. | - | Purchase Order |
| UN NO. | - | Unique Identification Number given for Hazardous Goods |

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# 1. GENERAL

## 1.1 Purpose

This specification details the minimum requirements for the preservation, packing, marking, shipping and documentation of Products, materials and equipment as specified in the respective Purchase Orders or Contracts. This specification forms an integral part of the Purchase Order or Contract issued. However, whenever specific instructions are detailed in the Purchase Order / Purchase Requisition and are in conflict with this specification, particular instructions mentioned in the individual Purchase Order or Contract or Purchase Requisition shall prevail over this general specification.

## 1.2 Scope

Supplier shall be responsible for sea worthy export packing meeting the minimum requirement specified herein & capable of performing all necessary functions like prevention of damage to the contents, sufficient to support frequent handling and lengthy period of outdoor storage in adverse weather conditions. Workmanship and materials used shall be of high standard meeting the technical requirements and in accordance with best commercial export packing practices.
The scope of this specification is to define Supplier's responsibilities in terms of:

- Preservation of the materials and equipments before packing.
- Packing of the materials and equipments for road, rail, sea and/or air transportation to ultimate destination i.e. project site.
- Making cases/crates
- Chemical Treatment/Fumigation before packing to prevent fungus and damage
- Marking of cases/crates.
- Documentation for shipments

## 1.3 Responsibility and liability

Supplier shall be held responsible for any damages and/or losses of all and any kind that may occur by not respecting these specifications. Owner/EIL reserves the right to reject any packing when the packing does not conform to these specifications/instructions and/or when the packing does not ensure perfect protection of the goods and materials. Supplier is responsible for the weights and dimensions declared, and the marking of the packages. Supplier will be held responsible in the event goods and materials becoming useless, broken or damaged as a result of poor packing and/or stowing or due to corrosion, because of insufficient or inadequate protection. All direct and indirect costs resulting thereof will be back charged to Supplier.

## 1.4 Requirements and Conditions

The following requirements are intended as minimum requirements, and compliance to these requirements in no way absolves or relieves Supplier of any responsibility or obligation outlined in the Purchase Order / Purchase Requisition. In all circumstances, the packing will be designed and constructed in order to support materials during transportation as well as to prevent the materials from damage due to impact, extreme climatic conditions, sun and rain. It must be ensured that the materials and equipments are delivered to the job site by sea, road or air, in good condition.

The method of packing and packaging materials must be sufficient to protect the goods from the hazards associated with handling and storage conditions encountered in transit


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and at site. The method of marking packages must be sufficient to distinguish each package from others. The documentation prepared for shipments must be sufficient for use in international transportation and customs clearance procedures.

The Supplier shall, at its own cost, ensure items to be transported are carefully packed and protected in accordance with best practice, having due regard to the climatic conditions encountered during the passage, method of carriage and handling / loading / unloading processes. In addition to any of the measures detailed within this Specification, the Supplier shall apply any other measures that, in its experience, are required to safeguard the particular item. The Supplier shall obtain the approval of EIL/Owner for any variation to the packing, marking and shipping requirements outlined in this Specification and PO/PR as applicable.

## 2. CLEANING AND PRESERVATION

### 2.1 Cleaning

All equipment, materials and parts shall be thoroughly cleaned inside & outside and shall be free from grease, oil, weld spatter, rust and all other foreign matter prior to preservation.

### 2.2 Preservation

Articles may be exposed to severe environmental or climatic conditions, moisture and dust. All materials and equipment shall be packaged suitable to prevent damage and deterioration during transportation and storage. Where damage occurs due to inadequate packaging of items, the liability for costs associated with rectification of the damage will be to the Supplier's account. All metals subject to corrosion shall be treated with a corrosion preservative suitable for the purpose intended. Products susceptible to corrosion must be packaged in a dry non-corrosive environment for the duration of shipment and storage, for a minimum of 1 year or any other higher duration specified in the PO/PR. All bright and machined parts shall be coated with a recognized rust preventative suited to the particular application concerned. All internal parts of machinery shall be treated with lubricant containing rust and oxidation inhibitors to protect equipment from any possible damage. Such lubricants shall be compatible with those which will subsequently be used in service and shall be identified by appropriate tagging. Electrical equipment and instrumentation shall be packed with a suitable desiccant. Delicate equipment such as instruments, electrical switchboards and panels etc. shall be packed for protection to eliminate the effects of vibration.

Wherever necessary, desiccant packs shall be kept to avoid excessive moisture in the packing.

## 3. PACKING

### 3.1 General

The instructions herein shall be considered as general directives and minimal requirements, which are applicable to the packing of all equipment and materials. The Supplier is responsible for the correct and adequate packing of the equipment and materials so that these equipment and materials will arrive at destination undamaged and the packing itself in such a condition that, if not otherwise required, it will be suitable for a minimum of 1 year storage.

### 3.2 Packaging Materials

All packaging together with packaging and protective materials shall be new, maintain its integrity and perform its intended function while being transported, handled and stored.


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The quality of packing shall provide maximum protection against damage, breakage and pilferage during transport, storage and multiple handling, including handling by hoisting, lifting devices and / or forklift trucks. Material used for packaging, packing, wrapping, sealers, moisture resistant barriers and corrosion preservatives shall be of recognized brands & grades and shall conform to the best world standards.

Timber material shall be treated / fumigated to prevent infestation by insects or similar, for all material in accordance with ISPM 15. ISPM 15 describes phytosanitary measures to reduce the risk of introduction and/or spread of quarantine pests associated with solid timber packaging material (includes dunnage). Any packing made of wood, must be made from new treated wood (according to ISPM 15 IPPC, latest version). Used cases, crates and cardboard packing are not allowed. Packaged Products showing any damage, defect or shortage resulting from improper & inadequate packaging, packaging materials or packing procedure or having concealed damage or being short at the time of unpacking shall be subject to rejection and be replaced at the Supplier's cost

## 3.3 Packing requirements

### 3.3.1 Wood treatment

All solid wood, used for packing (including wooden pallets) and/or stowage should be treated (heat treatment or fumigation) according to the international standard ISPM 15 (IPPC), latest version. Use of untreated wood is not acceptable. Phytosanitary Certificate, Fumigation or treatment certificates have to be issued by the official government authorities and must accompany the original set of shipping documents.

### 3.3.2 Wooden Boxes and Crates

Interior support board shall be of strength to withstand stevedore handling. Tops of crates shall be one piece wherever possible to avoid seepage through cracks; otherwise a top coating is required. Waterproof lining shall be used for sides, ends and top of crates, proper venting of cargo boxes containing machinery is required, as well as sufficient use of desiccants. Crates shall be diagonally braced on all faces and suitable for hooks, slings and forklifts. Heavy items shall be secured with wood braces. Fragile items shall be cushioned. Material packed in large boxes shall be layered between plywood sheets to maintain load integrity during transit. Banding shall be used on all boxes to prevent distortion / deformation of the box.

### 3.3.3 Pallets

When equipment and/or materials are packed on pallets (wood or synthetic), these should be solid double deck pallets that provide adequate load support during transportation and storage (under not always ideal conditions). The pallets should have a dynamic load capacity, enough to carry the mass loaded on the pallet. Where feasible, the top surface of the pallet must be flat. The pallet design must enable safe handling by forklift, cranes etc. and storage on rough surface. Pallets shall be covered with wrapping. All corners, horizontal and vertical shall be protected with cardboard protection strips. The pallet must be tide on all sides with steel or synthetic straps.

## 3.4 Packaging

All equipment and materials shall be properly fixed (by bolts, clamps, supporting beams, etc.) in such a way that internal movements and / or loosening is impossible. Under the


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top cover –(roof) depending on the case and crate length, sufficient number of strong beams shall be placed and properly fixed in order to allow stacking of the cases and crates avoiding any compression. Equipment parts and materials which may be subject to damage by vibration and/or shock must be protected using shock-absorbing material. All equipment and materials which may be damaged by moisture shall be packed in airtight bags in which sufficient desiccant material (e.g. silica gel) is placed. All openings on the equipment must be closed with wooden / metal or plastic covers to prevent damage to the openings and interiors. Fragile and loose parts easily damageable pertaining to the equipment must be securely and properly packed in a separate case.

### 3.5 Waterproofing

Cases including the cover shall be internally lined with a strong type of waterproof paper or plastic foil. Equipment and materials shall always be packed in a foil (polyethylene or aluminum) for extra (double) protection against rainfall. These foils shall be applied in such a way that they are self draining.

### 3.6 HAZARDOUS CARGO

All hazardous material must be packed in adherence to the packing, marking and labeling requirements as required by the appropriate Government and International Transportation regulations.

Hazardous materials shall be suitably packaged, packed separately from other materials and shall not be encased inside other packaging containers. All packages shall be marked and labeled with markings and labels as stipulated by Road Transport, and the Dangerous Goods Regulations (DGR), laid down by the International Air Transport Association (IATA) for airfreight and Sea freight IMDG Codes and Regulations in accordance with government and agency requirements. Regulations and Codes as defined by the International Maritime Organization (IMO) together with Government and Regulatory Agencies within the country of origin, country of destination or country that the products shall transit through shall be adhered to at all times. All crates / boxes / drums / packages containing Hazardous material shall be marked clearly on the outside with the relevant international details (UN No, IMCO / IMDG class, Packing group etc.) and the relevant Material Safety Data Sheets (MSDS) must accompany the goods. The Supplier shall produce any necessary hazardous cargo certificates, as required by the appropriate/concerned Government and International Transportation regulations, for all such shipments.

Seller to inform Buyer on the following in details after shipment of Cargo:

- Hazard Identification
- Fire Fighting Measures
- Accidental Release Measures
- Handling & Storage

## 4. GUIDELINES FOR PACKING GOODS

In the subsequent paragraphs, details of different types of packing for different types of goods are defined. Supplier shall make packing details/procedure based on the guidelines

Chemicals in powder form, catalysts, refractories & like materials etc. shall be packed in drums only.

### 4.1 Pipe



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All pipes 2" included and below shall be packed in crates. Pipes over 2" up to 6", shall be bundled and banded in bundles of uniform length. Bundling is carried out with U-IRON or traversal planks, joined with threaded connecting rods with locknuts.. Bundle weight shall not exceed 2,000 kg. All pipes are to be capped and ends sealed with waterproof tape (tape is not necessary if end caps are of the pre-shrunk or self-sealing type).Pipes larger than 6" shall be shipped as single lengths with the ends capped. End caps are to be of the recessed type to enable the use of soft faced hooks, but still completely sealing the end and also protecting the weld. All stainless steel / non-ferrous piping must be packed separately in wooden crates. Any banding of bundles is to be with the same material. The bundling and packing of pipe and instrument tubing shall enable the safe discharge of pipe on site using clamps and forklifts. All pipes shall be supported along their lengths to prevent bending/flexing during transport. During loading/unloading slings shall be applied to the center of the load as well as on each end to prevent bowing.

Pipe and rigid conduit smaller than DN50 diameter shall be bundled in units not to exceed 1000kg.Threaded and coupled pipe shall be equipped with plastic thread protectors. All material shall be segregated and shipped by generic material type to prevent cross contamination. Where wire rope or chains are used, adequate padding shall be used at points of contact with pipe. Care must be taken to prevent any chafing of pipes against each other or against the metal structures of the vehicle during transportation. Where necessary, such metal structures must be padded with planks or plastic tubes. Skids and dunnage must be used between the bundles in transit as well as in the storage of coated pipes.

### 4.2 Pipe Fittings, Flanges, Valves and Gaskets

All pipe fittings, flanges and valves up to 6", are to be packed in cases/crates. For items over 6", these may be fixed securely to a pallet base and enclosed in a crate, for protection. All flange faces / bevel ends shall be suitably protected with plastic caps / end protectors. Where valves have actuators attached, rigidity must be ensured for the valve and actuator. The vulnerable parts of the actuator are to be completely protected within a wooden crate. Empty spaces shall be filled with expanded PU foam to restrict movement in the crate. All stainless steel fittings, flanges and valves of all sizes, must be packed separately in wooden crates. Any strapping is to be with the same material. Gaskets are considered fragile and shall be treated as such. Individual gasket sizes shall be boxed and labeled separately. All threaded fittings and pipes should be greased and provided with plastic caps.

### 4.3 Steel Structure and Plates

Structural steel sections and plates shall be strapped in bundles of convenient size and weight for handling. Rolled and shaped plates shall be provided with suitable bracing to eliminate distortion during transit, and shall be bundled in uniform lengths. Each bundle shall be marked with a metal tag, hard stamped, secured under steel wrapping

### 4.4 Itemized Equipment

Units or parts belonging to main equipment but separately packed shall be clearly marked for easy identification with the main equipment to which they relate.

All gasket face of flanges, machined working surfaces and threaded parts of all equipment shall be covered with rust preventive tape or by application of oil based alkyd primers or zinc bases epoxies or thin zinc silicate coatings specially formulated for the preservation of CS and Alloy Steels. All flanged connections of vessels shall be protected by metal plates correctly casketed by wooden plugs or plastic caps suitably secured in position.

Vessels shall, where possible, be packed on skid constructions and secured with adjustable steel straps. Manholes and other major openings shall be protected with


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cover flanges or metallic plates firmly secured. Smaller openings shall be closed with plastic plugs / caps.

All vessel internals and items not installed by Supplier at works including accessories such as small parts, bolts, nuts, gaskets, etc. shall be packed in wooden cases separately for each vessel or apparatus and marked with the same item number as the vessel/apparatus in order to protect all parts from loss or damage in transit. Internals, bolts and gaskets for service/ testing operations shall be supplied with the vessels/ items by Supplier. All internals should be boxed separately and marked according to marking procedure; each item shall be supplied correctly and identified for field installation by others.

All vessels / heat exchangers or items of such construction shall be dried, thoroughly cleaned inside and be free of all dirt and loose foreign materials. The equipment shall be filled with Nitrogen. Make up arrangement for loss of Nitrogen along with a pressure gauge shall be installed.

Accessories for apparatus and vessels (small parts, bolts, nuts, washers, gaskets, etc.) are to be packed in wooden cases, separately for each apparatus or vessel. These cases must be marked with the same item number as the apparatus / vessel to which they belong. All commissioning spare parts to be packed separately, shall be marked with the relevant main item.

Pumps, compressors, rotating equipment, turbines and motors will require specific packing and preservation as per the relevant Technical Specification. For skidded equipment openings, flange faces, threaded connections, wires, valve stems, and other component parts that may be subjected to mechanical damage or corrosion shall be adequately protected. This protection shall be applied to all components, both those removed and boxed and those remaining in place on the skid assembly Each skid shall have one box strapped to it containing a complete set of drawings together with a manual covering installation and operating instructions and other pertinent instructions required for reassembly of components that were disassembled for shipment.

### 4.5 Control Panels and Electrical Devices

Equipment such as control panels, instruments and electrical devices shall be packed in an interior moisture/vapor-proof barrier with a silica gel or comparable desiccant. Desiccants shall be bagged to avoid dispersing in containers. The quantity of desiccant shall be calculated in accordance with the manufacturer's recommendations. Equipment must be secured to the case with bolts, blocks or straps. Adequate precautions (for example, shaft locks to prevent longitudinal / rotational movement of rotor shafts in motors) shall be included in the packaging of all equipment which has plain, ball or roller bearings so as to minimize the risk of bearing damage.

### 4.6 Instruments

Instruments shall be thoroughly clean, dry and free from rust and shall be individually wrapped using polythene sheets/U foam/ thermocol sheets depending upon the items and then packed in wooden boxes. The left out spaces and top of the boxes should be filled with rubberized coir to get proper cushioning effect. Special attention shall be paid for arresting movements of their operating mechanism during transportation. Silica gel or other approved desiccant shall be strapped inside but shall not come into contact with the paintwork.



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### 4.7 Cables

All electric cables to be packed in new cable drums made of steel and painted with epoxy resin paint. Cable ends to be carefully protected before packing. Over the cables polythene sheet should be wrapped and sealed properly. Cable drum can be put in wooden crates for ease in handling and transportation.

### 4.8 Saddles, Supports, Spiders and Lifting Equipment

All items which cannot be transported without independent supports must be supplied with Shipping saddles suitable for land and ocean transit. Such transport saddles are to be included within the scope of supply. Supplier is to advise of any requirement for lifting beams or other specialized lifting equipment and will include provision for use of such equipment for loading purposes. The *Supplier* is responsible for ensuring that all modules and oversize items are adequately braced and where required, plastic wrapped suitable for transport. Modules and oversize items shall be packaged to prevent damage during transport.

### 4.9 Assortment Of Package/ Spare Parts for Erection and Commissioning

Equipment and /or parts of different item numbers shall not be packed together in the same package. Small goods such as accessories, spare parts for erection and commissioning and special tools shall be packed separately in respective inner boxes with tags or labels attached there being clearly indicating their contents. In case that such accessories, spare parts and special tools is packed in separate boxes/ crates, item no. of main equipment shall be clearly mentioned in Main Shipping Mark for easy identification.

### 4.10 Containerization

As required the Supplier shall stuff the goods into 20 or 40 foot container (dry, open top, flat rack etc). Supplier to check the size of container before starting packing of equipment.

### 4.11 Protection of Cases/Crates

Since shipping containers are in general not water tight, packing in contact with the floor of the container shall be raised in order to prevent it from being damaged by accumulation of water.

It is responsibility of the Supplier to ensure that the cases/crates are stowed, secured and fastened inside the container. The Supplier shall take all the necessary precautions to conform to maximum weight allowed and centre of gravity of the container. The securing and fastening of the crates/cases can be carried out by nailing timbers on the bottom or on the vertical sides of the container.

### 4.12 Air Transport Packing

Air freight of goods and materials will be exceptional and shall be used only for goods and materials urgently required at site & which are highly sensitive to shock or vibrations such as instruments or those of small dimensions and weight.

In all instances the packaging of materials and equipment to be transported by air shall be in accordance with International Air Transport Authority (IATA) regulations. Type of packing depends on the goods to be packed and Supplier may use one of the following types:

- Triple-corrugated container


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- Wooden/cardboard packing cases
- Plywood cases

## 5. Marking

### 5.1 General

The purpose of the marking is to identify the packages and detail the weight and dimensions to assure efficient and correct handling during transport and upon arrival at destination.

### 5.2 Marking Instructions & despatch details

Packages and crates will be marked with indelible black paint, resistant to seawater. Marking must be perfectly legible. All packages shall be clearly and properly marked in English language if not otherwise specified

The shipping marks, which will be shall be stenciled on two sides and one end in clear characters at least 5 centimeters high (where crate size permits, otherwise use optimum size for each package dimension).

The texts shall be printed by means of stamps, stencil-plates or electronically. The use of stickers is not allowed, unless securely covered by plastic. Bundles shall be marked by embossing on two metal tags bearing the shipping marks and placed on each side of the package and securely attaching them to the goods. Paint shall be used on metal surfaces.

Labels or tags to be clearly visible and shall be of a quality to remain visible and attached during transit, handling and storage for a minimum period of 12 Months or any other higher period if specifically defined in the PO/PR.

When the goods are to be shipped in containers then marking may be stenciled on one end only. However, packages must be stowed in a manner that shows these marks.

Crates containing fragile articles must be packed with special precaution against risk of breakage and must be stenciled on all sides "FRAGILE - HANDLE WITH CARE". Where crates are not to be overturned, Supplier must show on the crates, clear and readily visible identification, to ensure they are kept in the correct position.

Packages/equipment of 2,000 kg or more must be marked with slinging points on all sides, in addition to the centre of gravity marks.

Packages should be marked consecutively i.e. 1 of 10, 2 of 10, etc. Do not duplicate package numbers. SUPPLIER is responsible for any loss or damage caused by incorrect marking.

All cases/crates shall also be marked with the appropriate international standard graphic symbols for handling.

As a minimum, all cases/crates are to be marked clearly on all four sides with:

**"HANDLE WITH CARE" "RIGHT SIDE UP" "KEEP DRY"**

In the case of packages with a single gross weight totaling 2,000 kg and/or a height of more than 1m, the centre of gravity shall be clearly marked with the symbol on two adjoining sides. For all items of equipment with an eccentric centre of gravity this symbol shall be marked at the bottom, side and top of the package.

The slinging and lashing points shall be marked with a chain symbol.

When packing in cases/crates, these packages shall also have metal corners at the slinging points.



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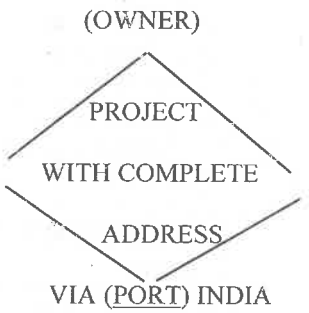
External front and rear sides of the boxes shall be planed for writing instructions. To facilitate identification, the required colour coding as per the specifications shall be carried out on each package and on corners of pipes & plates.

Dispatch details such as consigner/consignee address, contract/PO and case details, country of origin, port of delivery, stacking instructions shall be written on one side of the boxes. One copy of packing slip wrapped in polyethylene bag covered with aluminum packing slip holder to be nailed on the external surface of the box. A packing list and preservation instructions shall be enclosed in a clear weatherproof plastic re-sealable envelope stapled to the box such that the receiver may determine contents without opening the container. An additional packing list is to be enclosed in a clear waterproof plastic re-sealable envelope stapled inside the container. Stapling of the envelopes shall not prevent removal of the documents.

## 5.3 Shipping Marks

Each shipping unit (package) shall be marked as shown below using letters of at least 50 mm in height. Markings shall be shown on the top and two (2) adjacent sides of each shipping unit/package and shall be of waterproof ink or exterior grade, waterproof paint in a colour which produces high contrast with the background. Packages in any one consignment shall be numbered consecutively and in sequence commencing with the number one (1).




PURCHASE ORDER NO. ----------

NET WEIGHT ---------- KGS. GROSS WEIGHT ---------- KGS.

DIMENSIONS ---------- X ---------- X ---------- CMS

PACKAGE NOS. (SL. NO. OF PACKAGE) OF (TOTAL NO. OF PACKAGES)

TAG / ITEM NO. ----------

COUNTRY OF ORIGIN----------

SHIPPER'S NAME----------

The details of the Owner / Project are defined specifically in the Purchase Order / Contract.

## 5.4 Cautionary Symbols

In order to facilitate loading unloading and handling of cargo, Supplier shall stencil the necessary Cautionary Symbols on the proper place at two (2) opposite ends of the package. Symbols for special handling are illustrated below. These symbols must be used whenever appropriate.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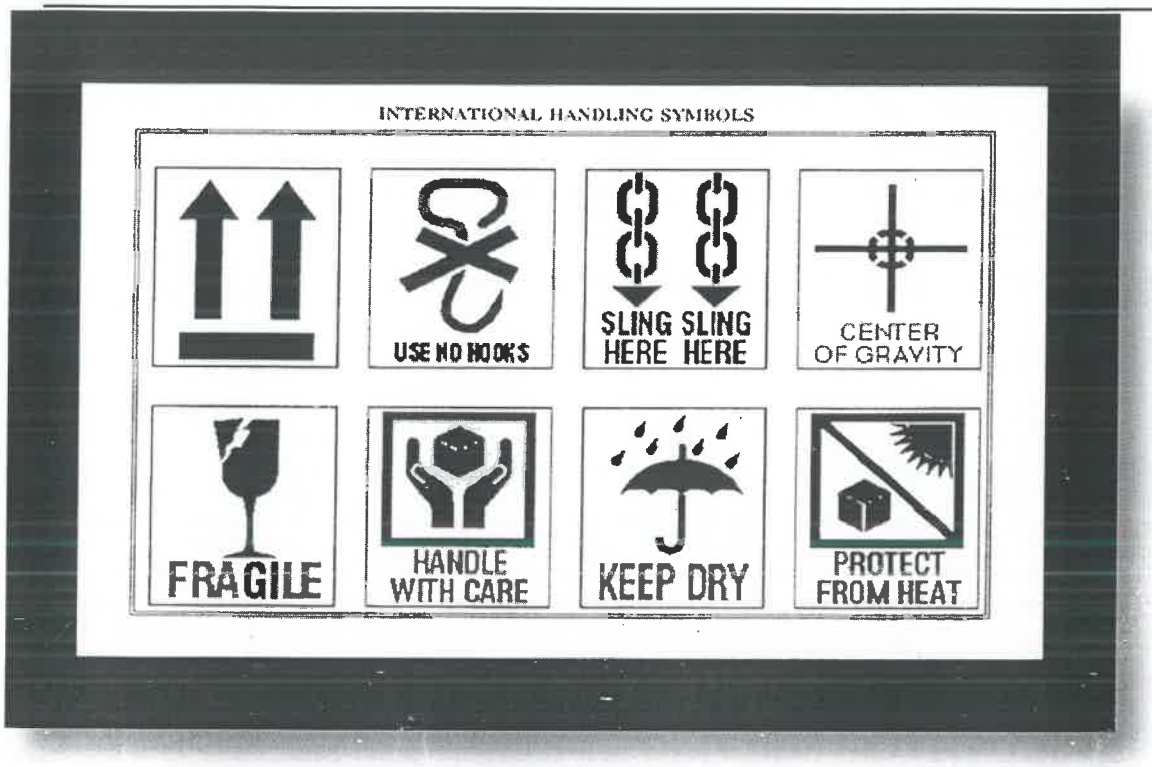


Symbols will be applied with exterior grade paint or waterproof ink in a colour that produces a High contrast with the surrounding background. Easily damaged material shall be Marked "FRAGILE" and also when required, "HANDLE WITHCARE", "COOL STORAGE", and / or "USE NO HOOKS". Material that must be kept upright to prevent damage, such as machinery, motors, etc., will be marked "THIS WAY UP" and if appropriate "TOP HEAVY", with arrows on all sides of box pointing to top. When required, due to length or unbalanced weight, crates or boxes will have a centre of gravity indicated by the relevant symbol and the words "CENTER OF GRAVITY" will appear in letters at least 24mm (1.0 inch) high, adjacent to stripes. Proper placement of the "SLING HERE" symbol will better insure correct use of lifting gear. Special marks, such as "FRAGILE", "KEEP DRY" or positional "DIRECTION ARROWS" shall be in RED.

### 5.5 Storage Code

The type of storage required is required to be specified, it will be shown on each packaging in RED colour

| | |
|---|---|
| X | Crates or packages to be stored outdoor without covers |
| XX | Crates or packages to be stored under tarpaulin |
| XXX | Crates or packages to be stored in covered or enclosed premises |
| XXXX | Crates or packages which must be stored in air-conditioned premises |

## 6. Shipment:

### 6.1 By Sea:

**For C & F / CIF Contracts**

All shipment of Break bulk material and containerized cargo shall be made by suitable vessels certified for sea worthiness and complying with National / International safety


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regulations .No Trans-shipment is permitted for Break Bulk Cargo. All shipments shall be under-deck unless carriage on deck is unavoidable / permitted by consignee.

**6.2 By Air:**

Wherever the shipments are to be effected by Air (in case of FCA shipments), the same shall be dispatched through Consolidation Service Agent to be nominated by Owner/EIL.

**6.3 Shipping Terms :**

All shipping terms will be interpreted in accordance with INCOTERMS 2020 and all subsequent amendments/revisions.

**7. Documentation**

**7.1** All documents shall be in English Language.

**7.2 Documents Required Before Shipment**

**7.2.1** The required Cargo Details (Preliminary) shall be provided by the supplier within the period defined in the P.O. Final Packing List with weight / dimension of individual package shall be provided to EIL/Client at least four weeks before the contractual / actual date delivery at Port of loading.

Transport and lifting arrangement drawings are to be supplied for all Over –Weight and Over-Dimensioned packages as mentioned below or where shipping saddles are being provided. Such drawings must show clearly full dimensions, weights, centre of gravity, lifting and securing points and saddle locations.

**7.2.2** The sketches of Over Dimensioned Cargo shall be mailed as follows :

EIL New Delhi - Head Shipping

EIL Port Office at Discharge Port - In-Charge (Shipping)

The Over Dimensioned Cargo shall mean any package exceeding any of the following limits.

Weight - 18 MT
Length - 12 Meters
Width - 03 Meters
Height - 03 Meters

**7.3 Documents Required After Shipment**

**7.3.1** The supplier shall forward copies of the shipping documents as defined in the PO by Email including the following :

1. Commercial Invoice
2. Bill of Lading / Airway Bill
3. Packing List
4. Certificate of Origin (issued by Chamber of Commerce of the country of origin)
5. Inspection Release Note

Shipping Documents should be forwarded to the officials at EIL /Owner defined in the PO including the following:


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a) Project Manager at EIL New Delhi

b) Head (Shipping ) at EIL New Delhi

c) In-Charge (Shipping) at EIL Port Office (Port of Discharge)

d) Owner of the Project

In addition to above, complete set of original documents are required to be sent to (OWNER) / Paying Authority through Bank in terms of 'Letter of Credit'.
The supplier shall be fully responsible for any delay and / or demurrage that may become payable at destination Port on account of delay in transmittal of shipping documents as detailed in the Purchase Order.

**7.3.2** In case of air shipments one set of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing List, Certificate of Origin, Technical Literature shall be handed over to Freight Forwarder/Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify Party.

**7.4 BILL OF LADING :**

Bill of lading must be 'clean', must be endorsed "shipped on board" and must show details of gross weight and cubic measurement. If shipment is being arranged by the supplier it must also be endorsed "freight prepaid". Bill of Lading shall be made in favor of (OWNER) /Engineers India Limited/or order of bank (and **not order of the shipper**) , as applicable as per the provisions of the PO and the notify column should indicate Engineers India Ltd. (PORT OFFICE).

**7.5 COMMERCIAL INVOICE:**

Commercial Invoice shall inter alia, indicate (i) PO No. & Date, (ii) Unit prices, (iii) Total Value, (iv) Full description of goods in conformity with the description of goods given in Purchase Order, (v) Inco Terms, (vi) Payment Terms, (vii) Import License No. (viii) Country of Origin (ix) HSN Code (Harmonized System of Nomenclature), (x) GSTIN No of Consignee.

Invoice value shall be for the materials actually shipped. Billing breakup if required for partial shipment shall be freezed and provided before shipment of the first lot of cargo.

In case of CHEMICALS / HAZARDOUS cargo FLASH-POINT should be indicated in all documents and a separate certificate giving composition and flash-point shall be sent.

**7.6 PACKING LIST :**

Packing lists shall show (i) PO No.(ii) Details of contents of each case including PO line Item number, Tag Number (Including sub-items and description); (iii) Number of packages by type and total number of packages (i.e. package 1 of 5, 2 of 5 and so on);(iv) Gross and net weight per package (including quantity of items per package);(v) Dimensions and cubic measurements per package in metric units
(length, width and height); (vi) Cubic measurements and total gross and net weights of the entire shipment.

Where containers are used, a separate packing list must be produced for each Container. In case of pipes & plates in bundles, no. of pipes / plates with individual length in each bundle must be indicated.

**8. SHIPPING ADVICE :**


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**8.1** Within 24 hours of shipment, the supplier shall send shipping advice by e-mail to officials provided in the PO including the:

1) Project Manager at EIL, New Delhi
2) Head-Shipping at EIL, New Delhi
3) EIL-Port office
4) Owner
5) Insurance Company as detailed in the Purchase Order

Giving particulars of the shipment, vessel's name / Airlines, Flight & Date on which material actually left (and not tentative flight No. and Date), Port of shipment, Bill of Lading / Airway Bill Number & Date, contents in brief, Purchase Order Number, total Invoice and Freight Values, Number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services information must contain both Master Airway / House airway Bill Number.

**8.2** In case of free replacement / supply of components / parts, the supplier shall intimate by e-mail above dispatch particulars along with specific statement '**Free Supply**' and **Value for customs purposes only**' and particulars of original shipment i.e., vessel name, Bill of Lading Number and date, Invoice Number etc. and send documents to EIL (Port Office, to be obtained separately from EIL) with Invoice bearing this statement.

## 9. TRANSIT RISK INSURANCE

All equipments / materials shall be insured against all marine and transit risks on warehouse to warehouse basis by owner and the necessary dispatch intimation shall be sent to the underwriters of Owner (as detailed in the Purchase Order) by Supplier. However, the Supplier shall ensure that in effecting shipments clean Bill of Lading is obtained and the carrier's responsibility is fully retained on the carrier so that consignee's interest are fully safeguarded and are in no way jeopardized.

## 10. SHORT SHIPMENTS

Supplier should thoroughly check all the items packed before shipment. If any item(s) are found short-packed in sound boxes on examination at project site by EIL, supplier shall be responsible to supply short-packed items free of charge (on Delivery Duty Paid at site basis), on receipt of advice from EIL.

**11.** Seller shall advise freight forwarder to indicate on the Invoice, Packing List & Bill of lading / Airway bill that the subject import into India is as per the provision of EXIM Policy prevalent in India.

**12.** Other Services to be provided by Supplier

In addition to packing and shipping documentation Supplier must carry out loading including lifting, securing, lashing and stowing of all cases, crates and packages onto means of transportation such as but not limited to trailers, containers etc.



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**General Purchase Conditions** **Date: 10.11.2025**

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

**I N D E X**


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

**GENERAL PURCHASE CONDITIONS**

**1. DEFINITIONS:**

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

1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).

1.2. **VENDOR:** Vendor means the person, firm or the Company/ Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.

1.3. **INSPECTOR:** Person/ agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..

1.4. **GOODS/ MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.

1.5. **SITE/ LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LIMITED desires to receive materials any where in India as mentioned in RFQ.

1.6. **"RATE CONTRACT"** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.

**2. REFERENCE FOR DOCUMENTATION:**

2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.

2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract/ Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

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

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

**4. LANGUAGE:**

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

**5. PRICE:**

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

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

**6. TAXES AND DUTIES:**

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

**6.1 GST:**

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

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

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

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

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

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

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

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

6.1.5 In case of vendors for whom deferment of GST amounts were not done, Any loss or non-availability of input tax credit by the OWNER due to non- compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws.

6.1.6 Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

**6.2 FREIGHT:**

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

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

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

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

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

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

**7. INSPECTION:**

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

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

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

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

7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its

responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

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

**8. SHIPPING:**

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

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

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

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

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

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

for inspection charges whenever applicable.

**9.** **INDIAN AGENT COMMISSION:**

Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.

**10.** **ORDER AWARD/ EVALUATION CRITERIA:**

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.

**11.** **CONFIRMATION OF ORDER:**

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

**12. PAYMENT TERMS:**

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) / Insurance Surety Bond for 5% of basic order value if PBG is applicable for the tender. The eligible MSME bidders can avail Bill discounting facility as follows.

12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.

12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :

a) Invoice
b) GST invoice
c) The Lorry Receipt of the consignment
d) Packing list for the consignment
e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
f) Manufacturers Test/Composition Certificate, wherever applicable
g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
h) Guarantee/Warranty Certificate(s), wherever applicable.
i) Original Receipt for other statutory levies as applicable.
j) Performance Bank Guarantee / Insurance Surety Bond as applicable.

12.4. The eligible MSME bidders can avail the discounting facility as follows: -

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart, M/s. M1 xchange, M/s C2treds and M/s DTX. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

**13. GUARANTEE/ WARRANTY:**

13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.

13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.

13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the

vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.

13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

**14. PERFORMANCE BANK GUARANTEES / INSURANCE SURETY BOND:**

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

In case, PBG / Insurance Surety Bond is not provided by the Vendor, 5% of the basic value shall be retained in lieu of PBG / Insurance Surety Bond, till the expiry of guarantee / bond and claim period.
In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure-I) through the following:

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

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

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

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

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

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

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

i. Beneficiary's bank name: ICICI Bank
ii. IFSC Code: ICIC0000393
iii BPCL'S Customer ID: 8PCL583493800

e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393).
f. BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/ field number 7037 of SFMS Delivery Report.
a. BPCL Location : Kharghar , Navi Mumbai
b. Head office : Ballard Estate
c. UIC : BPCL583493800
g. The Original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
h. SFMS BG will help in faster verification of BGs and prompt release of payments to Vendors.

**15. PACKING & MARKING:**

**15.1 PACKING:**

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

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

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

15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.

15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.

15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.

15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.

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

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

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

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

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

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

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

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

15.1.13 Pipes shall be packed as under:

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

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

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

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

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

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

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

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

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

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

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

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

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

From :

To : Bharat Petroleum Corporation Limited
With detailed address as given in Special Purchase Conditions)

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

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

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

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

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

**16. DELIVERY**:

16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.

16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.

16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.

16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).

16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

**17. UNLOADING AND STACKING:**

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

**18. TRANSIT INSURANCE:**

Unless otherwise mentioned,

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

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

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

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

**19 VALIDITY OF OFFER:**

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

**20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**

20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.

20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

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

**21. RISK PURCHASE CLAUSE:**

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

**22. FORCE MAJEURE**

**Circumstances leading to force majeure**

(a) Act of terrorism;

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

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

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

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

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than

due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- **Notification of Force Majeure**

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

- **Right of either party to terminate**

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

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

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

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

a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

**23. DISPUTE RESOLUTION:**

23.1 In the event of a dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with BPCL Mediation Scheme, 2025. The venue of mediation proceedings shall be at _____ (Region/HQ from where the tender has been floated). BPCL Mediation Scheme 2025 can be accessed at https://www.bharatpetroleum.in/images/files/bpcl-mediation-scheme-2025.pdf

23.2 If the dispute is not settled by mediation in terms of BPCL Mediation Scheme, 2025, then the dispute shall be referred for adjudication through a court of competent jurisdiction in India.

23.3 The governing law of the contract shall be the substantive laws of India.

23.4 Neither party shall be entitled for any pre-filing interest, i.e., from the date of cause of action till the date of filing of civil suit. Parties agree that any claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to grant any pre-filing interest to either of the parties.

23.5 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organisations (excluding disputes relating to Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

**24. INTEGRITY PACT (IP)**:

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

**25. RECOVERY OF SUMS DUE:**

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

**26. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

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

**27. PATENTS & ROYALTIES:**

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

**28. LIABILITY CLAUSE:**

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

**29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :**

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:
(a) In the event of breach of any Applicable Law;
(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

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

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

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

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

**30. COMPLIANCE OF REGULATIONS:**

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

**31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

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

**32. NON-WAIVER:**

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

**33. NEW & UNUSED MATERIAL:**

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

**34. PURCHASE PREFERENCE CLAUSE:**

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/ applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

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

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

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

**35. CANCELLATION:**

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

**37. ASSIGNMENT:**

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

**38. GOVERNING LAW:**

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

**39. AMENDMENT:**

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

**40. NOTICES:**

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

**41. POLICY ON HOLIDAY LISTING:**

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: https://www.bharatpetroleum.in/pdf/Holiday-Listing-Policy-2024.pdf

**42. ORDER OF PRECEDENCE FOR PURCHASES :**

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

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

**43. TERMINATION FOR CONVENIENCE:**

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

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

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

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

and / or

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

**44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:**

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

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

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

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

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

**BPCL**

_____

_____

_____

**VENDOR**

_____

_____

_____

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

**Annexure I**

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

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

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

AND the Bank hereby agrees with the Company that

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

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

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

(iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor

under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

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

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

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

**Annexure II**

**Form of Insurance Surety Bond towards Bid Security (EMD) / Performance Security**

*[To be stamped in accordance with Stamp Act of India]*

Insurance Surety Bond No. Date

To

[Bharat Petroleum Corporation Limited]

Dear Sirs,

In accordance with Invitation for Bids under your Tender No. & date……,
M/s.....[Bidder's Name] ..... having its Registered / Head Office at ..... (hereinafter called the 'Bidder') wish to participate / have been awarded [as the case may be] in the said tender for ..... [Procurement description / Tender Title].

As an irrevocable Insurance Surety Bond against Bid Security (EMD) / Performance Security [as the case may be] for an amount of ..... [EMD / Performance Security amount] and remain in full force for a period of …… (days) i.e. up to [Validity Date] from the Bid Due Date and with an additional claim period of ……(days) i.e. up to [Claim Period Validity Date] required to be submitted by the Bidder as a condition precedent for participation in the said bid / award of contract [as the case may be] which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents / Contract / LoA.

We, the ..... [Name of the Insurer] registered under IRDAI having our Head Office at .....[Address of the Insurer] guarantee and undertake to pay immediately on demand by Bharat Petroleum Corporation Limited (hereinafter called the 'Beneficiary') the amount of ..... [EMD / Performance Security amount] without any reservation, protest, demand and recourse. Any such demand made by the Beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and / or any right / remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to ..... [Claim date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ..... [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Insurer or any absorption, merger or amalgamation of the Bidder or the Insurer with any other person.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)
.....
(Name)

.....
(Designation with Insurer Stamp)

**Contact Details & Address of Surety Insurer for verification:**

Name (Official): ……

Branch Address:……

Telephone No.:……

Mobile No:…….

E-mail:……..



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| PREAMBLE TO SCHEDULE of PRICE (SOP) / SCHEDULE OF RATES (SOR) (FOR INDIAN BIDDERS) | |
|---|---|
| Name of Item : LV ELECTRIC HEATER | |
| RFQ No: SP/B957-300-EX-MR-6430/128(Tender ID: 2026_EIL_907867_1) | |
| NAME OF BIDDER: | |
| OFFER REFERENCE NO: | |

| | |
|---|---|
| 1 | The quoted prices shall be inclusive of all Scope of Supply,P&F and testing requirements as specified in the enclosed MR. Scope of Supply shall be strictly as per Material Requisition and other documents which are part of RFQ. |
| 2 | Bidder to clearly indicate **'Quoted' / 'Not Quoted'** against each items / Groups in the price column in the unpriced Price Schedule and % taxes / duties against relevant columns of taxes & duties. Bidders to submit Price in the Price Schedule in their Priced Bid. |
| 3 | Submision of this Price schedule by bidder, confirms that bidder has noted the contents of the Preamble to the Schedule of Price (SOP) / Schedule of Rates (SOR), RFQ, Material Requisition etc. and quoted his prices accordingly without any deviation. |
| 4 | Bidder must quote the price in enclosed Schedule of Price (SOP) formats only. The formats shall not be changed and/or retyped. For any deviation to the formats, offer may be rejected. |
| 5 | Quoted prices are firm and fixed till complete execution of the entire order and no variation on any account is allowed, unless otherwise categorically specified in RFQ documents. |
| 6 | "Total Supply Price" in BOQ1 to include for all commissioning spares,special tools and tackles etc., as applicable & documentation as per MR. Price of mandatory spares to be quoted extra and not to be included in main equipment price. Bidders shall supply mandatory spares as listed in Mandatory spare parts enclosed in MR. |
| | Bidder to list Two Years Operation and Maintenance Spares, as per their recommendation. The same shall at-least contain the spares as specified in MR. Separate list shall be provided by the Bidder for each item in the format enclosed herewith with itemized cost. Ordering of these spares may be done by the Purchaser separately on a later date and not along with main equipment.The price of Two Years Operation and Maintenance Spares shall not be considered for commercial (price) evaluation of the bid. |
| 7 | The quoted prices shall be inclusive of all testing requirements as specified in the Bidding Document. |
| 8 | In case of discrepancies in the Item Description/Quantity in this SOP, description/quantity etc. as per MR shall prevail. |
| 9 | Bidder shall quote Lumpsum Freight Charges upto **Project Site.** |
| 11 | This Schedule of Prices comprises the following :<br>- SCHEDULE OF PRICES ( BOQ1)<br>- DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT (INDIAN BIDDERS) (FORMAT-B1)<br>- 2 YEARS O&M SPARES(FORMAT-B2)<br>- PREFILLED UNIT RATES FOR ADDITION/DELETION(FORMAT-B3) |
| 12 | For the purpose of evaluation, 2 man-days will be considered for the supervision of erection and commissioning for each HEATER (MR Sr. No. 8.00). While the total amount is calculated using this 2 man-day figure in Column 25 of BOQ1, payment will be based on the actual man-days consumed on-site at the quoted per-diem Charges. |
| 12 | For the purpose of evaluation, 5 man-days will be considered for the Training Charges at site for each Heater (MR Sr. No. 11.00). While the total amount is calculated using this 5 man-day figure in Column 25 of BOQ1, payment will be based on the actual man-days consumed on-site at the quoted per-diem Charges. |
| 13 | Rate of GST to be indicated in unprice bid. |
| **Notes:** | i) Bidders must submit this preamble with their bid with both unpriced & priced offer.<br>ii) Bidders are requested to enter their name in the each page of Schedule of Price provided in the e-tender portal for submission of Unpriced & price bid |

Validate | Print | Help | Item Wise BoQ

**Tender Inviting Authority: EIL on behalf of BPCL**

**Name of Work: LV ELECTRIC HEATER**

**Contract No: SP/B957-300-EX-MR-6430/128**

| Name of the Bidder/ Bidding Firm / Company : | |
|---|---|

**PRICE SCHEDULE(BOQ1)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| NUMBER # | TEXT # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER # | TEXT # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sl. No. | Item Description | Item Code / Make | Quantity | Units | TOTAL SUPPLY PRICE ON FOT DESPATCH POINT BASIS (In Figures; to be entered by the Bidder) (excluding GST) in Rs (To be filled by bidder) | Rate of GST in % on supply (To be filled by bidder) | TOTAL FREIGHT CHARGES UPTO PROJECT SITE (In Figures; to be entered by the Bidder) (excluding GST) in Rs (To be filled by bidder) | Rate of GST in % on Freight Charges (To be filled by bidder) | Total Mandatory spare charges as per MR item 04.00 Including Freight but Excluding GST in Rs | Rate of GST in % on Mandatory spare Charges (To be filled by bidder) | Per diem Charges of Spervision ( MR item no 8.0 ) Excluding GST in Rs | Rate of GST in % on Supervision Charges (To be filled by bidder) | Total LumpsumTraining charges at Vendor works as per MR Item 10.00 Excluding GST in Rs | Rate of GST in % on Training Charges at vendor works (To be filled by bidder) | Per diem Charges of Training at site as per MR Item 11.00 Excluding GST in Rs | Rate of GST in % on Training Charges at site (To be filled by bidder) | Total Comprehensive Post Warranty Annual Maintenance Contract (PWAMC) for five years as per MR item no 12.00 Excluding GST in RS | Rate of GST in % on Post Warranty Annual Maintenance Contract (PWAMC) Charges (To be filled by bidder) | TOTAL AMOUNT including taxes Rs. P | TOTAL AMOUNT In Words |
| 1 | 2 | 3 | 4 | 5 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 25 | 26 |
| 0 | **LV ELECTRIC HEATER** | | | | | | | | | | | | | | | | | | | |
| 1 | 300-EI-00-2305, MR ITEM S.NO.01.001, REACTOR REGENERATION VHP STEAM ELECTRIC HEATER , Quantity-1 Lot | item1 | 1.00 | Lot | | | | | | | | | | | | | | | 0.00 | INR Zero Only |
| 2 | 300-EI-00-2306, MR ITEM S.NO.01.002, ECU TREATER REGENERATION GAS ELECTRIC HEATER , Quantity-1 Lot | item2 | 1.00 | Lot | | | | | | | | | | | | | | | 0.00 | INR Zero Only |
| 3 | 300-EI-00-3601, MR ITEM S.NO.01.003, REGENERATION GAS ELECTRICAL HEATER , Quantity-1 Lot | item3 | 1.00 | Lot | | | | | | | | | | | | | | | 0.00 | INR Zero Only |

**FORMAT B1 (CIF)**

**DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT *(INDIAN BIDDERS)***

**Name of Item : LV ELECTRIC HEATER**

**RFQ No: SP/B957-300-EX-MR-6430/128(Tender ID: 2026_EIL_907867_1)**

| **NAME OF BIDDER:** | |
|---|---|

**ITEMWISE BREAK-UP OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND RATES OF IMPORTS DUTY CONSIDERED AND INCLUDED IN QUOTED SUPPLY PRICE**

| DESCRIPTION | | | | CIF value of Import Content included in quoted supply prices (INR) | | RATE OF CUSTOM DUTY INCLUDED IN QUOTED FOT | | | |
|---|---|---|---|---|---|---|---|---|---|
| For Item no./ Sl . No. as per price schedule format | Description of Imported items | Unit of Measurement | Qty | | | HSN CODE AS PER GST | BASIC CUSTOMS DUTY (%) | SOCIAL WELFARE SURCHARGE ON CUSTOMS DUTY (%) | IGST (%) |
| | | | | Rate in Figures | Rate in Words | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTAL CIF VALUE | | | | | | | | | |

Note:

| | |
|---|---|
| 1 | **Un-priced copy shall be furnished exactly duplicate of price schedule duly indicating rate of duties except for CIF value.** |
| 2 | The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Basic Custom Duty and Customs Social Welfare Surcharge. |
| 3 | Bidder to consider input tax credit of IGST available at their end (in case of import of raw materials / component) in their prices. |

**FORMAT-B2**

**SCHEDULE OF PRICE FOR 2 YEARS OPERATION & MAINTENANCE SPARES (FOR INDIAN BIDDERS)**

**Name of Item : LV ELECTRIC HEATER**

**RFQ No: SP/B957-300-EX-MR-6430/128(Tender ID: 2026_EIL_907867_1)**

| NAME OF BIDDER: | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sl. No. as per MR | Description | Currency | Quantity Recommended | Unit of Measure (UOM) | Unit Supply Price on FOT Despatch Point Basis including P&F but excluding GST | Unit Freight Charges upto Project site excluding GST | GST(%) Applicable on Supply&Freight of 2 Year O&M spares |
| 1 | 2 | 3 | 4 | 5 | 7 | 8 | |
| | | INR | | | | | |
| | | INR | | | | | |
| | | INR | | | | | |
| | | INR | | | | | |
| | | INR | | | | | |
| | | INR | | | | | |
| | | INR | | | | | |
| | | INR | | | | | |
| | | INR | | | | | |

**Notes:**

Bidders shall provide quotation of two years normal operation and maintenance spares . The same shall at-least contain the spares as specified in MR forming part of Inquiry.

1. Vendor shall include in his proposal, his recommended spares for 2 years normal operation, as per MR. Bidder has to fill all the details as sought above.
2. Please be noted that these Prices for 2 years O&M spares shall not be included in base price and these rates shall not be considered for evaluation purpose.
3. The prices quoted for recommended two years operation and maintenance spares shall remain valid upto 2 years validity beyond the contractual completion/delivery period of Order. Order of recommended two years operation and maintenance spares may be placed by BCPL/EIL separately, if required.
4. Bidder may add rows, if required w.r.t. submission of Two Years O&M Spares without changing the format.

Format-B3

**PREFILLED UNIT RATES FOR ADDITION / DELETION**

**(FOR INDIAN BIDDERS)**

**RFQ No: SP/B957-300-EX-MR-6430/128(Tender ID: 2026_EIL_907867_1)**

**Name of Item : LV ELECTRIC HEATER**

**NAME OF BIDDER:** M/s .....

| Item SL. No. as per MR | Description | Quantitv | **Unit Price (In INR)** |
|---|---|---|---|
| **06.00** | **PREFILLED UNIT RATES FOR ADDITION / DELETION as per MR** | | |
| 06.001 | Change in Size/ plate thickness of external support clips/ saddles/ reinforcement plate/ other external attachments : MOC SA 516 GR 60 | 1 kg | 230.00 |
| 06.002 | Change in Size/ plate thickness of external support clips/ saddles/ other external attachments : IS 2062 Gr. E250 Quality B | 1 kg | 160.00 |
| 06.003 | Change in Size/ plate thickness of external support clips/ saddles/ reinforcement plate/ other external attachments : MOC SA 387 GR 11 | 1 kg | 340.00 |

Bidder to submit prefilled unit rates for addition/deletion in the unprice bid as a token of acceptance.

Signature Not Verified

Digitally signed by NAVEEN KUMAR BASWAL
Date: 2026.05.08 12:02:59 IST
Location: eProcure-EPROC