

RFQ/NIT/Enquiry no.	:	RAJBOS0074		
Description	:	Supply and Installation and Commissioning (I&C) of Centralized 1500V PCUs (2MW & above) for Rewa ultra mega solar project, Neemuch, Madhya Pradesh		
TECHNO COMMERCIAL TERMS				
Sr. No	DESCRIPTION	Details	RESPONSE (AGREE/DI SAGREE)	Remarks if disagree
1	TENDER TYPE	THIS TENDER IS NOT A GLOBAL TENDER. THE TENDER IS INDIGENEOUS OPEN TENDER . PLEASE REFER TENDER DOCUMENTS FOR DETAILED TERMS AND CONDITIONS APPLICABLE FOR THE TENDER.		
2	Price Basis	Firm i.e., from the date of PO to completion of supply if I&C is not applicable. If I&C is in supplier's scope, then the prices shall remain Firm till commissioning & handing-over of the complete system. (PVC clause not acceptable). Price is to be quoted on per Measurement of Unit basis as per NIT. Purchase order will be placed on Measurement of Unit basis.		
3	Terms of Delivery	Free on Road (FOR) Basis to 500 MW REWA ULTRA MEGA SOLAR LIMITED (RUMSL) SOLAR PARKS, NEEMUCH IN MADHYA PRADESH		
4	Delivery Period	Supply: 12 weeks from drawing approval for first 100MW. Subsequent Delivery: Minimum 100MW for every 8 weeks from then onwards until the completion of the ordered quantity. I&C: 2 weeks from intimation by BHEL. Drawing/Quality plan submission: 1 week from PO Minimum Cumulative PO QTY : 160 MW SET in case only one single set order is received from customer as per engineering dept. input.		
5	Payment Term	(a) Supply: 80% of Basic Value with taxes will be paid with credit 45 days from the receipt of material or credit 15 days from the date of submission of complete set of documentation whichever is later. (b) I&C Support: 10% of Basic Value of PO (c) Against PBG: 10% of Basic Value of PO (PBG valid for Warranty period + 3 months claim period)		
6	Payment Term	(b) For any deviation in payment term, the offer will be liable for loading as per Clause G of ITB. If loading not acceptable, offer will be outrightly rejected.		
7	Evaluation of L1 vendor	Evaluation to be done on package wise, L1 for Supply on FOR destination basis to site will only be considered. L1 vendor (lowest Bidder) will be decided based on 'Cost to BHEL' value after considering the applicable loading factors and other costs including packing & forwarding, applicable duties, taxes, transportation until the site, transit insurance etc. if it is in the scope of BHEL.		
8	Warranty	Vendor shall provide comprehensive warranty for 66 months from date of supply/ 60 months from date of commissioning, whichever is earlier as per Purchase Specifications.		
9	Pre Shipment Inspection	(a) Pre-shipment inspection at vendor's works will be carried out by BHEL / BHEL's customer/ Third party agency. Required assistance for testing will have to be provided by the vendor at the time of pre-shipment inspection, without any additional cost implication to BHEL. On successful completion of pre-shipment inspection/ inspection waiver, BHEL will issue material dispatch clearance certificate (MDCC) after which the vendor can proceed to the material dispatch. However, the vendor has to ensure the material dispatch (BL date/ LR date) within 15 days from date of MDCC. In case BHEL/ customer are unable to come for physical inspection at vendor works, BHEL/ customer may engage third party inspection agency. Hence all charges for third party inspection at vendor works to be borne by vendor.		
10	Pre Shipment Inspection	(b) Pre Shipment Inspection charges , if any, shall be considered while evaluating your offer to arrive at "Total Cost to BHEL".The charges for the same shall be informed to you before Price Bid Opening.		
11	Penalty	(a) Supply: Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Pre Shipment Inspection Call Letter Date (Receipt of test report) will be treated as delivery for purpose of penalty. In case PSI call given without test report, then actual date of inspection only will be considered as date of delivery for purpose of penalty calculation.		
12	Penalty	(b) For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.		
13	E-way bill	E-way bill if applicable will be given by BHEL before Dispatch of ordered items. However, vendor shall give request for road permit 24 hours in advance.		
14	Performance Bank Guarantee	PBG to be furnished for 10% of the basic value of PO. PBG Validity Period is Warranty Period + 3 Months Claim Period.		
15	BID BOND/MOU Bank Guarantee	BID BOND: 1% of the value of MOU price shall be furnished by the successful vendor through bank guarantee within 30 days of signing MOU (Format as per Annexure). This BG shall be valid till a formal Purchase Order is placed on the SUPPLIER.		
16	Contract Performance Guarantee (CPG)	Contract Performance Guarantee (CPG) @ 3% will be applicable on the PO value. CPG will be submitted within 30 days from date of PO placement and valid up to 30 days from date of last supply		
17	Despatch Documents	Complete set of despatch documents in 3 sets shall be forwarded to BHEL directly. Despatch documents include 1.Invoice 2 copies in original 2.Packing List 3.Delivery challan 4.Original receipted LR 5.Copy of inspection call letter issued by vendor to BHEL along with internal test reports/certificates. 6.Warranty Certificate as per PO 7.Dispatch clearance certificate issued by BHEL to vendor 8.Material Receipt Certificate issued by BHEL site. 9.Copy of manufacturing clearance or document approval e-mail issued by BHEL. 10.Inspection MOM with test reports/test certificate 11.Subvendor packing list/Invoice (If applicable) 12.copy of way bill generated 13.Bank guarantee 14.Copy of order acknowledgement for having received PO. 15.Copy of Insurance intimation fax/e-mail/letter 16. Short-shipment certificate.		

18	REVERSE AUCTION	BHEL shall be resorting to Reverse auction(RA) for this tender. RA shall be conducted among all the techno commercially qualified vendors.Price bids of all techno commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA.In case any bidder doesnt participate in online reverse auction, their sealed envelope price bid along with applicable loading, if any shall be considered for ranking		
19	Other terms & conditions	For detailed Terms and Conditions, kindly refer to the following: A: ITB B: GCC . Any Deviations from or additions to the "General Conditions of Contract" or "Special Conditions of Contract" require BHEL's express written consent. The General Terms of Business or Sale of the Bidder shall not apply to this tender.		
20	Validity of pre-bid tie-up offer for placement of purchase order.	Validity of the offer shall be for one month beyond the date Contract is signed with CUSTOMER, in the event of BHEL getting the order. Any further price discounts, to be given to customer by BHEL to secure the order, will be shared by BHEL and vendor pro-rata basis for their scope of supply/work after mutual discussion & consent. Please refer MOU format enclosed with NIT.		
21	Validity of Prices after placement of Purchase Order	In case of successful bidder , the rates quoted in the tender for placement of purchase order will be valid till the execution of the entire PO QTY(or) one year from date of issue of Purchase order whichever is earlier.However, BHEL reserves the right to extend the Purchase order validity beyond one year from date of Purchase order in case necessary on mutual agreement between BHEL and vendor. BHEL reserves the right to issue manufacturing clearance of any qty and within any point of time in one year from the date of issue of Purchase order. In case, vendors are not able to execute the purchase order as stated above,BHEL reserves the right to take alternate procurement action with "RISK and COST" to vendor as per BHEL purchase policies,RISK and Cost guidelines,SEARP guidelines, Suspension of Business dealings guidelines and other policies and procedures applicable DEEMED FIT to execute the contract so that customer contract schedules, BHEL commissioning schedules are not hampered.		
22	Shipment	Kindly indicate the state from where the shipment will take place.		
23	Consignment Details	Weight and Dimension of consignment with packing.		
24	Insurance	Insurance is in BHEL scope.		
25	Pre Qualification Criteria Documents Submitted	indicated in NIT		
26	Changes in tender condition	Any changes in the specification, terms & conditions etc or in splitting ratio based on the MSE act /Make in India policy or due to any other reason, intimation will be given only to the vendors who have participated in this tender, hence it is mandatory that vendors should participate in the tender.		
27	Quantity split	Total quantity of 500MW to be shared among 02(two) vendors. L1:170MW+160MW=330MW L2:170MW L2 will get to supply 170MW if he accepts the L1 price. If L2 doesn't accept L1 price, then the same offer will be made to L3,L4,L5 and so on. If none of the vendors accept the L1 price, BHEL reserves the right to order the full quantity on L1 vendor or retender the balance quantity		
28	INTEGRITY PACT	The bidder shall sign an "INTEGRITY PACT" in the formats enclosed.		
29	Unloading	Unloading at site is under BHEL scope.		
30	ADDITIONAL CONDITIONS	Any vendor who has been banned or under interim Suspension/suspended by BHEL or against whom action due to non performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected.		
31	Special Conditions of Contract (SCC)	In addition to the ITB and GCC stipulated in the tender document, the terms and conditions indicated under techno commercial form shall be treated as "Special Conditions of Contract (SCC). In case of Conflict between General Conditions of Contract (GCC) available in Tender document and Special Conditions of Contract (SCC) stipulated under bidding forms, SCC will prevail over GCC.		
32	Declaration required under Rule 144(xi) of General FinancialRules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India.Refer Annexure-X for Restrictions under Rule 144(Xi) of General Financial Rules,2017 amendment dt:23.07.2020.	The Bidder shall mandatorily submit Declaration as per format enclosed as part of tender(ANNEXURE-A)		
33	MSE status(Applicable for MSE vendors only)	Documents to be submitted for claiming MSE status: Udyam Registration certificate. Latest MSE guidelines and circulars with subsequent amendments or clarifications (if any) will be applicable for this tender.Please refer NIT for MSE guidelines.		

34	Tax regime and introduction of Sec206C(1H) on sale of goods	<p>Please note that with the recent changes in Tax regime and introduction of Sec206C(1H) on sale of goods witeffect from 01.10.2020 the vendors in line with the provisions of the said section are to collect TCS @0.075%from 01.10.2020 upto 31.03.2021 and 0.1% from there on Invoice value.</p> <p>(a).Vendor should raise /levy TCS in the Tax Invoice itself. No separate debit note will be accepted.</p> <p>(b).Vendor should indicate his Pan# and Tan # in the Tax invoice. In the Purchase order, Pan# of BHEL shall appear.</p> <p>(c).Vendor should remit the TCS so collected from BHEL and provide TCS certificates with invoice no., invoicedate, Amount etc. breakup details</p> <p>(d).If by any chance vendor is not remitting /not able to submit TCS certificates to BHEL on time then the TCSamount with penalty if any applicable will be recovered from vendor in his available bills.</p> <p>(e) No TCS is to be levied if TDS is applicable for the invoice transaction.(e.g. O&M cases, Service bills).</p> <p>(f) No TCS in case of Export/Import transactions.</p> <p>(g) TCS is applicable only for invoices dated 01.10.2020 and afterwards only.</p>		
35	NIL Deviation to the Technocommercial terms	This form to be signed with Name and seal on all the pages and to be uploaded as acceptance to technocommercial conditions. Acceptance and submission of signed technocommercial form is treated as confirmation on "NIL DEVIATION ON TECHNO-COMMERCIAL TERMS" indicated in the techno commercial form.Technical or Commercial Deviation if any shall be separately uploaded under Techno-Commercial Bid. Deviations indicated in any other place shall not be considered by BHEL and the same are not valid.		
36	General Terms & Non-Performing / Banned Vendors	The General Terms of Business or Sale of the Bidder shall not apply to this tender. No commercial terms to be attached, if attached it will be considered null and void. Any vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected		
37	Corrigendums	All corrigendums will be published in this e-procurement system (https://eprocurebhel.co.in/nicgep/app) and www.bhel.com . Vendors to keep themselves updated regularly and submit offers as required. In case of changes in scope of the tender and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation, the same will be communicated only to the bidders who are participated in the tender. The techno-commercially qualified bidders will be asked for submitting impact price bid, if any is applicable as per BHEL purchase policy and guidelines.		
38	Declaration under Cartel formation	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.		
39	Preference to make in India order2017 dated 16.09.2020	Government circular for Preference to make in India order2017 dated 16.09.2020 and subsequent amendments(if any) shall be applicable for this tender.		
40	Mandatory GeM registration ID for vendor	Government E-Marketplace(GeM) registration ID of vendor is mandatory for placement of purchase order. Vendor has to register in GeM portal and inform GeM registration ID before placement of purchase order. If GeM registration ID is not provided by vendor before PO placement, vendor is not eligible for placement of purchase order.		
41	Evaluation currency	Evaluation currency for this tender shall be INR.		
42	MOU FORMAT	Vendor to confirm the acceptance of MOU format enclosed as per NIT to be signed in case of successful bidder		
43	BG for MOU	Bank Guarantee for MOU as per attached format. Vendor to confirm the acceptance of MOU format		
44	Model Certificate	Model Certificate to be submitted as per attached format in NIT for : Declaration required under Rule 144(xi) of General Financial Rules, 2017 amendment dt.23.07.2020 issued by Ministry of Finance, Govt. of India. Refer Annexure-X for Restrictions under Rule 144(Xi) of General Financial Rules, 2017 amendment dt: 23.07.2020		
45	Local Content Qualification	The local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of price bid/s against this NIT. Any Indian Bidder intending to avail the benefits shall submit the requisite documents as per the aforesaid orders.		
46	Changes in Statutory Levies	If any rate of Tax are increased or decreased, a new tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of execution of the contract within the contractual delivery period, which was or will be assessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder/ agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components, etc. by the bidder/ agent.		

47	Make in India Preference	For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 11.12.2018, 29.05.2019, 04.06.2020 & 16.09.2020, and subsequent Orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO /WO against this this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respective of this procurement, same shall be applicable.		
48	E-Invoice	E-invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable person having turnover more than Rs. 500 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number (IRN) and QR code as generated from Govt. portal on a Tax invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplied in E-invoicing system. 2. In case the vendor delays or fails to provide all the documents as per the Purchase order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor shall be to vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment		

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division


161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
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- To,
- (1) Secretaries of All Ministries/ Departments of Government of India
 - (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

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

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. 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 **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this 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.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder 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

9. "Beneficial owner" for the purpose of paragraph 8 above 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.

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

Sub-contracting in works contracts

11. 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 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. 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.

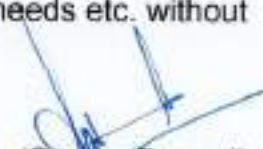
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex 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. without making any reference to this Department.


(Sanjay Prasad)
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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 of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- 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.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 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 shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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