



EPCM Consultancy Services for setting up of HPG-2, Butene-1 and PSA units at BCPL, Lepetkata

ENQUIRY DOCUMENT - MR

(Document No : B348-000-WB-MR-3017-06-RFQ)



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

जिला: डिब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

निविदा संख्या / E-TENDER NO:
2022_EIL_678727_1

निविदा दस्तावेज़ / TENDER DOCUMENT
FOR
PROCUREMENT OF VALVES-BALL FOR BCPL

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	21.03.2022 at 12:00 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	22.03.2022 at 14:00 Hrs
पूर्व बोली बैठक की तिथि व समय Pre-Bid Meeting Date & Time	:	Not Applicable

ईएमडी मूल्य / EMD Amount	:	Not applicable
निविदा शुल्क/ Tender Fee	:	Not applicable



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SECTION – I

REQUEST FOR QUOTATION (RFQ)



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SECTION - I

REQUEST FOR QUOTATION (CRASH PURCHASE)

To,
M/s.....

DATE: 15.03.2022

SUB: PROCUREMENT OF VALVES - BALL FOR BCPL

E-TENDER NO.: 2022_EIL_678727_1

Dear Sir/Madam,

1.0 Brahma Putra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY /PROCUREMENT	For detailed scope of work, refer Technical section of Bidding Document	
(B)	TENDER NO. & DATE	SG/B348-000-WB-MR-3017/06 DATED: 15.03.2022	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	☒
		TWO BID SYSTEM	☐
(D)	TYPE OF TENDER	E-TENDER	☒
		MANUAL	☐
(E)	CONTRACTUAL DELIVERY DATE	Within 08 Weeks on FOT despatch point basis from the date of Fax of Acceptance (FOA). The date of LR/GR shall be considered as the date of delivery.	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) [Itemized or Lump sum as per site requirement]	APPLICABLE	☐
		NOT APPLICABLE	☒
(F1)	DECLARATION FOR BID SECURITY	Amount: INR (Refer clause no.9 of ITB & BDS for details)	
		Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F 2A	



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(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE (S)	From 15-03-2022 (17:00 Hrs, IST) to 21-03-2022 (12:00 Hrs, IST) on following websites: (i) http://www.bcplonline.co.in/ (ii) Govt. of India Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app/ / (iii) Government E Market (Gem) Portal (iv) PMC, if any: https://tenders.eil.co.in
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Not Applicable
(I)	BID DUE DATE AND TIME (ON OR BEFORE)	21.03.2022 upto 1200 Hrs (IST)
(J)	DATE, & TIME OF COMPOSITE BID OPENING	22.03.2022 at 1400 Hrs. (IST) Bid opening shall be conducted through Online at https://eprocure.gov.in/eprocure/app Bidder can witness the opening from their place without physical presence.
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : MS. Sangitta Ghuliani / Mr. Lalit Sharma / Mr. Dilip Singh Gurjar Designation: Sr. GM (SCM) / AGM (SCM) / Manager (SCM) Phone No. & Extn : 0124-289 1285 / 1306 / 1354 E-mail : sangitta.ghuliani@eil.co.in / lalit.sharma@eil.co.in / dilip.gurjar@eil.co.in
(L)	DEALING BCPL'S OFFICE ADDRESS	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006,

In case of the days specified above happens to be a holiday in BCPL/EIL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 5 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The RFQ is an integral and inseparable part of the Tender Document.

4.0 In case of E-Tender, bid must be submitted only on <https://eprocure.gov.in/eprocure/app> Further, the following documents in addition to uploading in the bid on BCPL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-I to Section-III]:-

- i) ~~EMD/Bid Security~~ / Declaration for Bid Security
- ii) Power of Attorney (POA)

In case bidder is not able to submit the POA in original, due to COVID-19 situation, successful bidder shall submit the same as per tender provisions after normalization of situation.



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5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

6.0 Bid(s) received from bidders to whom tender /information regarding this Tender Document has been issued shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 1 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

7.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

8.0 PBG shall not be required for tender value equal or below INR 25 Lakh or equivalent USD and for tender value above INR 25 Lakh or equivalent USD, PBG shall be 3% of the Order Value. Equivalent USD shall be calculated based on the prevailing bill selling foreign exchange rate of State Bank of India, New Delhi on the day of bid opening. For non-submission of PBG, Payment on prorated bases shall be deducted for Bill & the deducted amount shall be returned after Defect Liability Period (DLP) is over.

9.0 Bidder shall submit a Zero deviation bid and bid with any deviation shall be liable for rejection.

10.0 Detailed PR shall not be issued. Material Requisition issued with the enquiry document along with all its technical amendments shall be treated as Purchase Requisition.

11.0 Repeat Order is not applicable.

12.0 Inspection and testing shall be done as per the requirement mentioned in MR and the charges for the same shall be included in the quoted prices.

13.0 Stockists shall supply the items from EIL approved mills/ manufacturers for the approved range (i.e., size/ metallurgy/ thickness) only. However, in case of placement of order on stockists, they shall verify the status of approved mills/manufacturers from EIL Inspection Department before placing their suborders.

14.0 **Registration of supplier on Government e-Marketplace (GeM):**

Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

BCPL is already registered on GeM as Buyer and have started procurement through GeM.

(i) Sellers providing Goods and Services are required to register on GeM and obtain a unique GeM Seller ID, and provide the Seller ID in bid or before placement of Purchase order/ Letter of Acceptance.

(ii) Seller ID is to be incorporated in every Purchase Order/ Letter of Acceptance issued by BCPL.

The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

[Refer BDS for applicability of GeM Seller ID]



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15.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of
For Brahmputra Cracker & Polymer Limited

(Authorized Signatory)

Name :

Designation :

E-mail ID :

Contact No. :



SECTION – II

EVALUATION METHODOLOGY



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SECTION-II

EVALUATION METHODOLOGY

A. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA – Applicable as per Annexure B to ITB.

B. EVALUATION METHODOLOGY:

(1) Evaluation and Award shall be on item wise lowest quote to BCPL.

(2) The evaluated price of bidders shall include the following:

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
- ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods
- iii) All the Bidders shall be required to meet the delivery requirement specified in RFQ document. Bids received with required delivery period only shall be considered for evaluation. The offers not meeting delivery period is liable to be rejected.

In case, none of the bidders accepts the delivery as per RFQ requirement, offer of Bidders will be accepted where the delivery period is upto 2 weeks more than the required delivery period mentioned in their original offer. In such case, loading for excess delivery period with respect to RFQ requirement @2.5% per week of delayed delivery for maximum upto 2 weeks shall be considered for evaluation.

- iv) **GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)**
- v) Other loading, if any, as specified in Tender Document
- vi) Output GST shall not be loaded on the Bidder Price as 100% credit available to the Owner on GST amount.

Notes:

- (i) **In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.**
- (ii) **In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per act/law in vogue). Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same**



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will be considered for evaluation of bid as per evaluation methodology of tender document.

- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
- (iv) In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade (DPIIT).

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SECTION – III

**INSTRUCTIONS TO BIDDERS (ITB)
[TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)]**



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SECTION-III

INSTRUCTION TO BIDDERS

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2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
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2. **ANNEXURE-II:** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID:

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this Invitation For Bid (the “**Tender Document / Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 **ELIGIBLE BIDDERS:** The Bidder should not be put on ‘Holiday’ by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, ~~Meecon~~ etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on bid due date. Further, the bidder or its allied agencies as defined in tender should not be put on banned/ Blacklisted by BCPL/GAIL/ Ministry of Petroleum and Natural Gas as on due date of submission of bid.
- 1.4 If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder (bidder on Holiday/Banned/Blacklist as per 1.3 above), then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder. In case there is any change in status of the declaration prior to award of Contract (the ‘**Contract / Purchase Order**’), the same has to be promptly informed to BCPL by the Bidder.
- 1.5 It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on ‘Holiday’ by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, ~~Meecon~~ only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per provision of ITB.
- 1.6 (i) A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

(ii) More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.



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(iii) Alternative Bids shall not be considered.

(iv) The provisions mentioned at sl. no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

1.7 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder.

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

The Power of Attorney should be valid till award of contract / order to successful bidder.

1.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BCPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

2 **BID PRICES**

2.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site and cost of bidding shall be borne by the Bidder.

2.2 The bidder must quote their prices in price schedule format, indicating all break-up of prices. The prices should be inclusive of all taxes & duties except GST on finished goods as applicable. Freight upto site shall be quoted as per "Price Schedule/ Schedule of Rates [SOR]". The prices shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever; until any price escalation/variation is allowed elsewhere in the Tender Document.

2.3 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.



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As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil/Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard.

- 2.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.
- 2.5 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule/Agreed Terms & Conditions.
- 2.6 For transit Insurance arrangement refer BDS.
- 2.7 Materials are to be transported through a registered common carrier as per Section 3 of Carriage by the Road Act, 2007.
- 2.8 Information related to evaluation of bid shall not be disclosed by Bidder or any other person not concerned with such process. Any effort by a bidder to influence Purchase may result in action as per BCPL's procedure.
- 2.9 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

[B] – TENDER DOCUMENT

3 CONTENTS OF TENDER DOCUMENT:

- 3.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued:

- Section-I : Request for Quotation (RFQ)*
- Section-II : Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format**
- Section-IV : General Conditions of Contract [GCC] – Goods***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Material Requisition / Technical Specifications, Drawing (wherever applicable) and scope for incidental services (wherever applicable)
- Section-VII : Price Schedule / Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-I to Section-III i.e. BDS (Bidding Data Sheet).

*** General Conditions of Contract - Goods is available on BCPL's Tender website (https://www.bcplonline.co.in/UploadFiles/GCC_Goods.pdf).



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Bidder should study complete tender and quote accordingly. Failure to furnish all information as required in the Tender Document is liable for rejection.

4 **CLARIFICATION AND AMENDMENT OF TENDER DOCUMENT:**

- 4.1 Any clarification/ addendum/ corrigendum issued either based on Bidder's query or at BCPL's initiative at any time prior to the 'Due Date & Time of Bid Submission' shall be integral part of the Tender Document and shall be web hosted as per Section I of Tender. The Purchaser, if consider necessary, may extend the bid due date.

[C] – PREPARATION OF BID

5. **DOCUMENTS COMPRISING THE BID:**

- 5.1 The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

5.2 **In case of e-tendering:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-IV to Section III) and FAQs available in e-Portal. Bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on **Govt. of India Central Public Procurement Portal (CPPP)** (<https://eprocure.gov.in/eprocure/app>) as follows:

PART-I: "COMPOSITE BID"

Bid shall be submitted on e-tendering portal and shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) All the forms and Format of tender documents duly filled in and signed
- (c) Price Bid: Price Schedule/ Schedule of Rate (SOR) with prices strictly in the format provided in the Tender Document.
- (d) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document. – Not Applicable
- (e) Power of Attorney, in favour of the authorized signatory of the Bid, as per clause no.1.7 of ITB.
- (f) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per Clause 9 of ITB – Not Applicable



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- (g) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (h) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Notes:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of composite bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

5.3 **In case the bids are invited under e-tendering system**, Bidders are requested to refer instructions for participating in e-Tendering (Annexure-IV to Section III), and FAQs available in e-Portal. Bids submitted manually shall be rejected.

~~Further, Bidders must submit the original "Bid Security" and Power of Attorney and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.~~

~~Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.~~



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- 5.5 In case of bids invited under Single Bid System (clause no. 2.0(C) of RFQ refers), a single envelope containing all documents specified above shall form the Bid.

6 GST (CGST & SGST/UTGST or IGST)

- 6.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to BCPL's account.

Beyond the contractual delivery period, in case BCPL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case BCPL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to BCPL's account.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

In case of statutory variation(s) in the taxes & duties mentioned at clause no. 6.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the e-Invoice/Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

- 6.2 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

6.3 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Supplier shall ensure timely submission of correct e-invoice /invoice(s), as per GST rules/regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the e-invoice/invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Supplier/Contractor under this contract or under any other contract.



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In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.

6.4 The supplier shall mention the particulars of Brahmputra Cracker and Polymer Ltd., (place specified in BDS) on the e-Invoice/Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the e-Invoice/Invoice.

6.5 BCPL will prefer to deal with registered supplier 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 their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

6.6 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by BCPL.

6.7 Anti-profiteering clause

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.

6.8 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

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

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

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on



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actual GST rate.

- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

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

- 6.10 Wherever TDS under GST Laws has been deducted from the e-Invoices/invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

6.11 Provision w.r.t. E- Invoicing requirement as per GST laws:

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to BCPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-10 along with documents for release of payment.

7 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

8 **BID VALIDITY:**

- 8.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 8.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request ~~without forfeiture of his 'EMD/Bid Security'~~



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~~without any actions being invoked as per bid security declaration..~~ A Bidder agreeing to the request will not be required or permitted to modify his Bid, ~~but will be required to extend the validity of its 'EMD' for the period of the extension and~~ in accordance with "ITB: Clause-9" in all respects.

9 EARNEST MONEY DEPOSIT (EMD): NOT APPLICABLE

- 9.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)**) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' strictly as per the format given in form F 2B of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 9.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of BCPL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.
- 9.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 9.4 Any Bid not secured in accordance with "ITB: Clause-9.1, 9.2 & Clause-9.3" may be rejected by BCPL as non-responsive.
- 9.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.



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- 9.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 23 of ITB.
- 9.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (i) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 9.8 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 9.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 25 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.
- 9.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 9.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- 9A DECLARATION FOR BID SECURITY – NOT APPLICABLE**
- Earnest Money Deposit/Bid Security is not applicable.
- However, all the bidder (including MSEs, Startups) is required to submit Declaration for Bid Security in bid as per proforma at Form F-3A.



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10 **ZERO DEVIATION AND REJECTION CRITERIA:**

10.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL reserves the right to raise technical and/or commercial query (ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

11 **REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) ~~Earnest Money Deposit / Bid Bond / Bid Security declaration~~
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit , if applicable
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms & conditions of Tender Document.

12 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated payments electronically to Suppliers / Contractors electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

13 **DEADLINE FOR SUBMISSION OF BID:**



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Bid must be submitted within the Due Date & Time of Bid submission (Original Bid Due date or Extended Bid Due date) at the address/Venue specified in the Tender Document.

14 LATE BID: Late or Unsolicited Bids or Bids received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

15 MODIFICATION AND WITHDRAWAL OF BID:

15.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time of Bid submission. The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

15.2 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 9 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

[E] BID OPENING AND EVALUATION:

16 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BCPL 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 Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

17 BID OPENING

17.1 BCPL will open bids in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders' representatives, who are present, shall sign a Bid Opening Register evidencing their attendance.

17.2 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

18 CORRECTION OF ERRORS:

18.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser as follows:



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- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) 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 contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 18.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

19 **PURCHASE PREFERENCE:**

Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products / Telecom Products etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

[F] – AWARD OF CONTRACT

20 **AWARD:**

- 20.1 BCPL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract..

“BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed”.

BCPL will place the Purchase Order/Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

- 20.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason
- 20.3 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.



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21 **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:**

Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein. Notification of Award/FOA will be followed by detailed order.

Order value mentioned in the FOA/Purchase Order is subject to Price Reduction Schedule clause.

22.0 **DISPATCH SCHEDULE:**

22.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / BCPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

22.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by BCPL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

22.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

22.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

23 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:**



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23.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract for the defined %age of contract/ Order value (excluding GST) in the BDS. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

23.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

23.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/ action as per declaration for Bid Security.

23.4 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.

23.5 The successful bidder can also submit the SD/CPS through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

23.6 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be



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issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.

- 23.7 The supplier will submit covering letter along with CPS as per format at F-8.
- 23.8 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.

24 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/ COERCIVE PRACTICES:

- 24.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 24.2 ~~The Fraud Prevention Policy document is available on BCPL's website (www.bceplonline.co.in).~~

- 24.3 ~~Name and contact details of nodal officer refer BDS:~~

24.4 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

25 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE):

- 25.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.



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- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

25.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

25.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit the following:

- (i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.



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- (ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

- 25.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no. 25.3 above with prior consent in writing from BCPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 25.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.
- 25.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.
- Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.
- 25.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TReDS platform:
- M/s A. TReDS (Invoicemart), Mumbai
- MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.



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25.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

26. MENTIONING OF PAN NO. IN INVOICE/BILL:

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time.

Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs.2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Supplier shall be processed only after fulfilment of above requirement.

27. DISPUTE RESOLUTION

1. PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

- i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges



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only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of 'Delhi International Arbitration Centre'.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
 - a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.



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3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

28. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

Subject to pre litigation grievance/dispute redressal mechanism as provided above, 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 /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

29. PACKING INSTRUCTIONS:

- 29.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 29.2 Fragile articles should have special packing materials depending on type of materials.
- 29.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 29.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.



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- 29.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 29.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 29.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs,

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

- 29.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - Valid operating/driving license of driver/operator
 - Any other requirement mentioned elsewhere in Tender Document

30 **VENDOR PERFORMANCE EVALUATION:**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure III to ITB herewith.

31 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

32 **PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**



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As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II.

Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity.

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

33 **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to supplier after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

In case any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. BCPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Supplier under this contract or under any other contract.

34 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.



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35 PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

35.1 TDS as applicable will be deducted by BCPL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

35.2 Since BCPL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

35.3 Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/supplier who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

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Annexure-A

Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

(b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
- ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.
- iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by BCPL due to non-performance of the bidding company.

Note:



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- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial BEC of tender is to be met by bidder on their own.
- (i) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:
 - (a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

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

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



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Appendix-A1 to Annexure-A

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Brahma Putra Cracker and Polymer Ltd. (hereinafter referred to as BCPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.

Witness:

1)

2)

For and on behalf of
(Supporting Company)

M/s.

Witness:

1)

2)



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Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of(insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BCPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and



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without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.

5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.

6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the



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Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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Appendix-A2A to Annexure-A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3 to Annexure-A

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Brahma Putra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the
context so require include its successors and assignees) have been placed/ awarded the
job/work of _____ vide PO/LOA/FOA
No. _____ dated _____ (herein after called CONTRACT/
ORDER) for Brahma Putra Cracker and Polymer Ltd. having registered office at 1st Floor,
House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001 & project office at
Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after
called the "BCPL" which expression shall wherever the context so require include its
successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head
office at _____ based on whose experience/technical strength, the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless
repugnant to the context or meaning thereof include all its successors, administrators, executors
and assignees) has agreed to provide complete technical and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above, entered between BCPL and the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BCPL having agreed that the
'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian
Rupees/US\$ towards providing complete financial and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above,

1. The said M/s. _____ (Supporting
Company) has 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.
2. We (name of the bank) _____ registered under the laws
of _____ having head/registered office at _____



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_____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the



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liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor 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,



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Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail :
Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified at clause no. 16.1 of ITB of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.



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Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders 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 in the website of the Ministry of External Affairs, Govt. of India
3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** 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.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - 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
5. **"Beneficial owner"** for the purpose of above (4) 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;



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- 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.
6. "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
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I to Section-II.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, 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.



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Form-I of Annexure-B

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF VALVES- BALL FOR BCPL."

RFQ No.: SG/B348-000-WB-MR-3017/06

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (***Name of Bidder***) is :

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (***Name of Bidder***) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

.....



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Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF VALVES- BALL FOR BCPL."

RFQ No.: SG/B348-000-WB-MR-3017/06

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (**Name of Bidder**) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s_____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



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Annexure-C

1. POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

NOT APPLICABLE



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Annexure-I to Section-III

BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
General	The Purchaser is: Brahma Putra Cracker and Polymer Ltd. The consignee details and Delivery Location for the goods are as under:- Consignee: Brahmaputra Cracker and Polymer Limited, Butene-1 & HPG-2 Project Site, Post- Lepetkata, Dibrugarh-786006, Assam Delivery Location: Lepetkata, Dibrugarh-786006, Assam				
1	The Invitation for Bid / Tender is for Valve- Ball				
2.4	Delivery basis shall be <table border="1"> <tr> <td>FOT Site, BCPL-Despatch Point Basis</td><td>☒</td></tr> <tr> <td>EX WORKS,(Bidder to indication location)</td><td>☐</td></tr> </table> The date of LR/GR shall be considered as the date of delivery.	FOT Site, BCPL-Despatch Point Basis	☒	EX WORKS,(Bidder to indication location)	☐
FOT Site, BCPL-Despatch Point Basis	☒				
EX WORKS,(Bidder to indication location)	☐				
2.6	Transit Insurance shall be arranged by :- <table border="1"> <tr> <td>BCPL</td><td>☒</td></tr> <tr> <td>SUPPLIER</td><td>☐</td></tr> </table> For details of Transit Insurance refer SCC Clause No. 4.	BCPL	☒	SUPPLIER	☐
BCPL	☒				
SUPPLIER	☐				
B. TENDER DOCUMENT					
General	For clarification purposes only, the communication address is: Attention: Ms. Sangitta Ghuliani, Sr. GM (SCM) Engineers India Limited, Tower-I, 1st Floor, Gurugram- 122001, Haryana, India Phone No. & Extn : 0124-289 1285 / 1306 / 1354 E-mail : sangitta.ghuliani@eil.co.in / lalit.sharma@eil.co.in / dilip.gurjar@eil.co.in				
C. PREPARATION OF BID					
5.	Additional documents to be submitted by the Bidder: refer SCC/ITB				
5.	Whether BCPL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td><td>☒</td></tr> <tr> <td>NO</td><td>☐</td></tr> </table>	YES	☒	NO	☐
YES	☒				
NO	☐				



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	Details of Buyer:								
	<table> <tr> <td>Consignee</td><td>Brahmaputra Cracker and Polymer Ltd.</td></tr> <tr> <td>PAN No.</td><td>AADCB2356E</td></tr> <tr> <td>GST no.</td><td>18AADCB2356E1ZY</td></tr> <tr> <td>BCPL Bank details</td><td> Bank: State Bank of India Branch: Lepetkata Account No: 39884375259 IFSC CODE: SBIN0012261 </td></tr> </table>	Consignee	Brahmaputra Cracker and Polymer Ltd.	PAN No.	AADCB2356E	GST no.	18AADCB2356E1ZY	BCPL Bank details	Bank: State Bank of India Branch: Lepetkata Account No: 39884375259 IFSC CODE: SBIN0012261
Consignee	Brahmaputra Cracker and Polymer Ltd.								
PAN No.	AADCB2356E								
GST no.	18AADCB2356E1ZY								
BCPL Bank details	Bank: State Bank of India Branch: Lepetkata Account No: 39884375259 IFSC CODE: SBIN0012261								
8	The bid validity period shall be 30 days from final 'Bid Due Date'.								
9.1	In case ' Earnest Money Deposit / Bid Security ' is in the form of ' Demand Draft ', the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at <u>[indicate location]</u>								
9.10 & 23.4	For submission of EMD/CPS through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT, the details of BCPL's Bank Account is as under Bank: State Bank of India Branch: Lepetkata Account No: 39884375259 IFSC CODE: SBIN0012261 Bidder to mention reference no. "EMD/....." in narration while remitting bid security /EMD amount in BCPL's Bank Account. AND Successful Bidder to mention reference no. "CPS/FOA/PO no....." in narration while remitting CPS amount in BCPL's Bank Account.								
D. SUBMISSION AND OPENING OF BIDS									
13	For <u>bid submission purposes (Manual Bid/ Physical document in case of e-tendering)</u> only, the Owner's address is : Attention: <u>Ms. Sangitta Ghuliani, Sr. GM (SCM)</u> Engineers India Limited, Tower-I, 1st Floor, Gurugram- 122001, Haryana, India Phone No. & Extn : 0124-289 1285 / 1306 / 1354 E-mail : sangitta.ghuliani@eil.co.in / lalit.sharma@eil.co.in / dilip.gurjar@eil.co.in								
E. EVALUATION, AND COMPARISON OF BIDS									
	Evaluation Methodology is mentioned in Section-II.								
F. AWARD OF CONTRACT									
20	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- Refer FOA / LOA, if issued.								
22.4	Whether part shipment is allowed:								



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	<table border="1"> <tr> <td>YES</td><td>☒</td></tr> <tr> <td>NO</td><td>☐</td></tr> </table>	YES	☒	NO	☐
YES	☒				
NO	☐				
23	Contract Performance Security (CPS)/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐</td></tr> </table> <i>SD/CPBG @ 3% of Total Order/ Contract Value within 30 days of FOA/ notification of award</i>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
25	Whether tendered item is non-split able or not-divisible: <table border="1"> <tr> <td>YES</td><td>☐</td></tr> <tr> <td>NO</td><td>☒</td></tr> </table>	YES	☐	NO	☒
YES	☐				
NO	☒				
27.1	Quarterly Closure of Contract <table border="1"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
32	Applicability of provisions relating to Startups: <table border="1"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
14 of RFQ	Applicability of provisions relating to GeM Seller ID: <table border="1"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
Domestically Manufactured Iron & Steel	Not Applicable				



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Policy (DMI&SP)	
Public Procurement Policy for Micro & Small Enterprises (MSE)	Applicable



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Annexure-II

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

A Definitions:

- A.1 “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.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an 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.
- A.3 “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 Purchaser of the benefits of free and open competition.
- A.4 “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.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).
- A.7 “Competent Authority” shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “COO”.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. 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.



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(c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or State Government having power to investigate.

B Actions against Bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such bidder (s) shall be rejected and its EMD shall be forfeited.

Further, such agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of Contract

(i) During execution of Contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, during execution of Contract, the agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned Order (s)/ Contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the Order(s)/ Contract(s) where it is concluded that such irregularities have been committed, shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier under the terms of the contract.

No risk and cost provision will be enforced in such cases.



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(ii) After execution of contract and during Defect Liability Period (DLP)/ Warranty/Guarantee Period:

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after execution of Contract and during DLP/ Warranty/Guarantee Period, the Agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of DLP/ Warranty/Guarantee Period, the Agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of Bidder/Supplier/Vendor/Contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).

C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.



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C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.

C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, BCPL when :-

- (i) Corporate Vigilance Department, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BCPL based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.



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- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from BCPL.

The Competent Authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

- E.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of BCPL. Such an appeal shall be preferred within one month from the date of receipt of banning order.



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- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



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Annexure-III

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 **GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 **OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 **METHODOLOGY**

i) **Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) **Measurement of Performance**

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) **Initiation of Measures:**



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Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) **Implementation of Corrective Measures:**

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants :

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action



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- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) First Instance: **Holiday (Red Card) for Two Years**
 - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Three (3) Years**.
 - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
 - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Three Years**.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods)

First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Three (3) Years**.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has



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terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (a) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension**.
- (b) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension**.

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action shall be initiated by EIC:

Sl. No.	Performance Rating	Action
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1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
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 - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
 - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Three Years.**



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B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods)

- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be **put on watch list for a period of Three (3) Years**.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension**.
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years** and they shall also to be considered for **Suspension**.

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY



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- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.
- 10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**
- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).



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11. **ERRANT BIDDER**

In case after bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.



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Annexure-1

Brahmaputra Cracker and Polymer Limited PERFORMANCE RATING DATA SHEET [PRDS] (FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks



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1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS / CONTRACTS	Marks
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	Marks
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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Annexure-2

Brahmaputra Cracker and Polymer Limited

PERFORMANCE RATING DATA SHEET [PRDS]

(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks



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A.	FOR WORKS/CONTRACTS	Marks
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	Marks
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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ANNEXURE-IV

E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <https://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (<http://tenders.eil.co.in>) . These details would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



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PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) To avoid Network congestion, Bidder is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, bidder may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space ("My Documents") provided to the bidder as per s.no 5 below.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. **Bid documents may be scanned with 75 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded by EIL in their Bidding Document.**
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in Bid Due Date. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the



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bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.

WITHDRAWAL OF BID

It may please be noted that bidders now have an additional feature of withdrawing their bids before due date and time. After submitting the bid on the CPP Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won't be able to submit his bid again for that particular tender.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232 and Mobile Nos +91-7878007972, +91-7878007973.



फॉर्म और प्रारूप

FORMS & FORMATS



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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	LETTER OF AUTHORITY
F-3 (A)	DECLARATION FOR BID SECURITY
F-3 (B)	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-4	AGREED TERMS & CONDITIONS
F-5	BIDDER'S EXPERIENCE
F-6	E-BANKING MANDATE FORM
F-7	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-8	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-9	FREQUENTLY ASKED QUESTIONS (FAQs)
F-10	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)



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F-1 **BIDDER'S GENERAL INFORMATION**

To,
M/s Brahmputra Cracker and Polymer Ltd.

RFQ / TENDER NO: SG/B348-000-WB-MR-3017/06

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company [As per cl.no.1.6 of Section-III of Tender Document]	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: In case of Partnership firm, provide current address of the firm for ordering purpose.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:



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8	Telephone Number & Contact Information address where order is to be placed	(Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Website	
10	Mobile Number:	
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 25)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 25)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 25)</i>
	Whether payment is required through TReDS	Yes / No <i>If Yes, please provide the name of portal</i>
15	Whether Bidder is Startup or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 32)</i>
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	



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Note: *BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

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LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending 'Pre-Bid Meetings'/ Bid Opening]

Ref:

Date:

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: PROCUREMENT OF VALVES – BALL FOR BCPL.

TENDER NO: SG/B348-000-WB-MR-3017/06

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Bid Opening', against the above Tender Document:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid Meetings' / 'Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Bid Opening'.



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FORMAT F-3A – NOT APPLICABLE

DECLARATION FOR BID SECURITY

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

SUB: PROCUREMENT OF VALVES – BALL FOR BCPL.

TENDER NO: SG/B348-000-WB-MR-3017/06

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (*Name of Bidder*) have submitted our offer/ bid no.

We, M/s_____ (*Name of Bidder*) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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OR
FORMAT F-3B - NOT APPLICABLE

**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/
BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s Brahma Putra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of _____ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, _____ the _____ Bank at _____ having _____ our _____ Head Office _____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Brahma Putra Cracker and Polymer Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Brahma Putra Cracker and Polymer Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.



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Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
. (currency in words only)
- b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. _____

Date: _____

(OFFICIAL ADDRESS)

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.



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6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.



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AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

SUB: PROCUREMENT OF VALVES – BALL FOR BCPL.

TENDER NO: SG/B348-000-WB-MR-3017/06

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : BCPL's Vendor Code: Address:
2	Bidder furnishes bid security declaration OR EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	Not Applicable
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms quoted prices are strictly as per Price Schedule format of the Tender Document.	
5	Bidder to specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
6	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document, within 30 days of FOA in case of successful bidder.	
8.	Bidder confirms that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	

निविदा संख्या / TENDER NO : SG/B348-000-WB-MR-3017/06 FOR PROCUREMENT OF VALVES-BALL FOR BCPL.



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
9	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
12.	Bidder confirms bidder's offer is valid for time period specified in BDS from the final 'Bid Due Date'.	
13.	Bidder confirms that the contents of this Tender Document have not been modified or altered by them. In case, it is found that the Tender Document has been modified / altered by the Bidder, the Bid submitted by the bidder shall be liable for rejection".	
14.	Bidder confirms that they are not on 'Holiday' by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Meecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector as on due date of submission of bid. Bidder further confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas	
15.	Bidder confirms that they have read and understood the General Conditions of Contract - Goods available on BCPL's Tender website (https://www.bcplonline.co.in/UploadFiles/GCC_Goods.pdf) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
16.	Bidder confirms that (i) none of Directors of bidder is a relative of any Director of BCPL or (ii) the bidder is a firm in which any Director of BCPL or his relative is a partner.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned in clause no. 6 of ITB (Anti-profiteering clause).	
19	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid.	
20	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
21.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
22.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
23.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
24.	Testing and Inspection charges: Bidder confirms that Inspection and testing shall be done as per the requirement mentioned in MR and the charges for the same are included in the quoted prices.	
25.	It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, their Bid may be rejected.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
26.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
27	Bidder to ensure all documents as per tender including clause 5 of Section III and Format F-1 are included in their bid.	
28	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
29	Bidder certifies that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcplonline.com)] and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.	
30	GeM Seller ID on Government e-Marketplace (GeM) is (refer BDS for its applicability)	GeM Seller ID : OR We hereby confirm to obtain GeM Seller ID and communicate to BCPL for incorporation of same in Purchase Order/ Letter of Acceptance, in case of award on us.
31	Bidder confirms that, due to COVID-19 situation, if bidder is not able to submit the POA in original, successful bidder shall submit the same as per tender provisions after normalization of situation.	
32	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

निविदा संख्या / TENDER NO : SG/B348-000-WB-MR-3017/06 FOR PROCUREMENT OF VALVES-BALL FOR BCPL.



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BIDDER'S EXPERIENCE – NOT APPLICABLE

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: PROCUREMENT OF VALVES – BALL FOR BCPL.

TENDER NO: SG/B348-000-WB-MR-3017/06

Sl. No	Description of the Supply/ Services	PO/ Contr- act No. and date	Full Address & phone nos. of Client.	Postal & nos. of	Value of Contract /Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion /Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

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(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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E-Banking Mandate Form

(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED IN BCPL)

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (Current/Savings/Overdraft/CC account etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Brahmputra Cracker and Polymer Ltd. to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Brahmputra Cracker and Polymer Ltd. responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

Name:

Designation:

Emp. ID:

निविदा संख्या / TENDER NO : SG/B348-000-WB-MR-3017/06 FOR PROCUREMENT OF VALVES-BALL FOR BCPL.



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in BCPL who issued the Tender Document, by filling up the Format)

To,
M/s Brahma Putra Cracker and Polymer Ltd.

SUB: PROCUREMENT OF VALVES – BALL FOR BCPL.
TENDER NO: SG/B348-000-WB-MR-3017/06

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender Document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Brahma Putra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Brahma Putra Cracker and Polymer Ltd. having registered office at 1st Floor, House No 6 Bhuban Road, Uzanbazar Guwahati, Assam Pin - 781001 (herein after called the “BCPL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER AND POLYMER LTD., in case of default.

The said M/s. _____ has 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 to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor 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.
10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension



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of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

**INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 23.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

Annexure

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH BANK GUARANTEE**

1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable)	:	<table><tr><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:					
	(B) ADDRESS	:					
	(C) PHONE NO/ MOBILE NO.	:					



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F-9
FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	No. Note -Bid(s) received from bidders to whom tender /information regarding this Tender Document has been issued shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 1 of ITB (Section-III).
2.0	Should the Bid Evaluation Criteria documents be attested?	Not Applicable
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 1.6 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer Annexure IV to Instructions to Bidders of Tender Document and FAQs as available on E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 25 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 32 of Instructions to Bidders and BDS of Tender Document.

All the terms and conditions of Tender remain unaltered.



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F-10

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s Brahmputra Cracker and Polymer Ltd.

.....

SUB:

PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

Note: GCC-Goods is available on: https://www.bcplonline.co.in/UploadFiles/GCC_Goods.pdf



SECTION – V

SPECIAL CONDITION OF CONTRACT (SCC) - GOODS



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SPECIAL CONDITIONS OF CONTRACT-GOODS (SCC-GOODS)

1.0 DEFINITIONS

1.1 CONSULTANT referred to in Clause 1.1 of GCC-GOODS means “Engineers India Limited” who are the EPCM consultant to the employer for this project and having registered office at “1, Bhikaiji Cama Place, New Delhi-110066”.

1.2 EIC/Engineer In Charge: Engineers India Limited is the EIC/Engineer In Charge.

2.0 INTERPRETATIONS

2.1 i. Where any portion of the “GCC – GOODS” is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to over-ride the provisions of the “GCC – GOODS”. SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

ii. In Contract Documents, the singular shall include the plural and vice versa wherever the context so requires, unless otherwise stated specifically.

iii. Notwithstanding the sub-division of the Contract 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 Contract so far as it may be practicable to do so.

iv. All headings, subtitles and marginal notes to the clauses of the GCC - GOODS, SCC or to the Specifications or to any other part of Bidding 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.

v. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

vi. Except the obligation of 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 be read as ‘Purchaser/Consultant’s’ obligation to the extent the context so means/ requires.

3.0 DESPATCH INSTRUCTIONS

3.1 Seller shall obtain dispatch clearance from the Purchaser/ Consultant prior to each dispatch.

3.2 Copy of Invoice, Delivery Challan, packing list, LR copy, Inspection Release Certificate, Warranty/ Guarantee Certificate etc. to be submitted along with the documents as per the PO terms and conditions. Seller to ensure the name of equipment/vessel, transporter, description, weight of material and shipping marks etc to be submitted alongwith the documents.

3.3 Original copy of all applicable statutory documents like IBR,PESO,CCOE etc must be submitted alongwith the despatch documents.

3.4 In addition to submission of despatch documents in hard copy, copy of all the despatch documents must be sent through email immediately after despatch of the items/materials to the emails provided in the PO for Post Order correspondence without fail.

4.0 TRANSIT INSURANCE:

Transit Insurance of ordered items/materials from supplier’s works to BCPL, Lepetkata, Dibrugarh, shall be in scope of BCPL. Supplier shall send advance intimation of dispatch to BCPL’s under writer (Details of Insurance Policy will be provided in the Purchase Order),



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failing which supplier shall be held responsible for any damage/loss during transit. Any change in the name and address of under writer, shall be intimated time to time.

5.0 ORDER OF PRECEDENCE

5.1 The Articles contained in this Section shall supplement to the Instructions To Bidders (ITB) and General Conditions of Contracts (GCC) – Goods. Where any portion of Special Conditions of Contracts and General Conditions of Contract – Goods is repugnant or at variance with any provisions of Instructions to Bidders, Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract and General Conditions of Contract-Goods only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Conditions of Contract – Goods.

5.2 In case of irreconcilable contradiction in the commercial terms & conditions, Order of Precedence shall be as under:

- (a) Purchase Order
- (b) Letter of Award / Fax of Acceptance
- (c) Job Specifications, Drawings, Technical/Material specifications.
- (d) RFQ cover letter
- (e) Bid Data Sheet
- (f) Instruction to Bidders
- (g) Special Conditions of Contract-Goods
- (h) General Conditions of Contract-Goods
- (i) Indian Standards (i) Other Standards

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

6.0 INSPECTION

6.1 Inspection shall be done by Purchaser approved Third Party Inspection agencies (TPIAs) whose charges shall be borne by the seller. **The list of approved TPIAs is attached as Annexure- T to the SCC.** Inspection/ certification of all the goods as per Purchase Order including bought out items shall be done by Third Party Inspection agency unless mentioned otherwise. Seller shall include third party inspection charges of Third Party Inspection agency in their quoted prices.

However, BCPL / EIL reserve right to witness inspection activities at any stages of manufacturing / testing, for which no extra charges shall be paid to vendor.

6.2 Inspection shall be as per following:

- i) QAP will be approved by TPIA incorporating requirements of Inspection and Test Plan, Technical specifications provided with Purchase Order / Contract document.
- ii) The Inspection release note issued by the Third Party Inspection agency shall clearly stipulate that materials/equipment have been inspected as per Code-1 drawings approved by EIL and approved QAP.
- iii) Certification of final documents, wherever applicable, for release of final payment, shall be carried out by Inspection Authority issuing the final inspection certificate.
- iv) TPIA shall Review/ Approve SUPPLIER's various procedures like NDT Procedure, Performance Test procedure, Pressure test procedure, PMI procedure and PWHT procedure etc. prior to start of inspection activities.



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v) TPIA shall carry out inspection of all Project items covered in “List of Equipment” as per the following documents:

- a. Purchase order placed on SUPPLIER
- b. Purchase Requisition issued to the SUPPLIER
- c. Approved Drawings by EIL.
- d. Approved QAP/ ITP
- e. Deviations if any duly approved by EIL.
- f. Applicable Codes & Standards
- g. Procedures approved by TPIA and accepted by EIL.

vi) All packing list with the equipment, i.e. manuals, drawings, equipment catalogues, etc. shall be certified by TPIA Inspection engineer as packed. TPIA shall verify Packing as per PMS (Packing & Marking Specifications) attached with PR. Special attention shall be paid to sea worthy packing for all goods accordingly. Packing inspection report shall also be furnished by TPIA.

6.3 TPIA shall verify availability of statutory approvals for use of Electrical / Instrumentation items for related hazardous area classification defined in the documents. TPIA shall issue IRN after verification of all such statutory approved documents.

6.4 During course of order execution, if any TPIA is blacklisted / holiday listed from the list provided in the tender. The supplier shall not engage the TPIA upon receipt of written instruction from BCPL/EIL.

6.5 The above clause 6.3 will not be applicable for POs where inspecting agency will be EIL. In orders where EIL will be the inspecting agency, all the activities related to inspection will be carried out by EIL.

7.0 Documents

The GCC clause 5.4 is modified as following:

The seller shall submit (Four) 04 sets (Hard copy + Soft copy in External Storage drive/CD) in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues etc, as applicable, according to contract documents to BCPL. Also, the seller shall upload these documents to the portal, details of which will be provided in the PO.

8.0. Payment Terms:

The following to be read in conjunction with clause 21.0 of GCC-Goods related to Terms of Payment:

PAYMENT TERMS FOR PURCHASING

For Indian Bidder:

100% payment including GST and transportation to be paid progressively after receipt and acceptance of material at site against submission of dispatch documents and PBG.

For Foreign Bidder:

100% payment (including Ocean/air freight (in case of CFR/FCA orders)) shall be made through wire transfer/LC against submission of shipping document and PBG.



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9.0 2 (Two) years O&M Spares

Bidders are requested to quote for their recommended two years operation and maintenance Spares, but the same will not be considered for price evaluation. 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. Spares and its quantity shall be decided by BCPL/EIL at the time of Order for two years operation and maintenance spares.

10.0 GUARANTEE CLAUSE

The Guarantee period shall be as per Clause No. 20.0 of GCC-Goods with modifications as below:

- i. Wherever supply and site work of item is involved, the Guarantee Period shall be 12 (Twelve) Months from the date of handing over of duly completed plant/ equipment/ system to the Owner after completion of the site work.
- ii. Wherever supply and commissioning of items is involved, the guarantee period shall be 12 (Twelve) months from the date of acceptance of item/equipment/system by BCPL/EIL post successful commissioning of the item/system/equipment by the bidder.

11.0 Site Work

Orders involving site work will be regulated as following:

- i. All statutory obligations required for the site work will be the sole responsibility of the bidder.
- ii. Site work will be carried out in accordance to the work permit system of BCPL.

12.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY) IN CASE OF SITE WORK

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GAIL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to GAIL in this respect and Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

13.0 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY

The following to be read in conjunction with clause 26.0 of GCC-Goods related to PRS: Price Reduction Due to Delay shall be @1 % UDOV (Undelivered Order Value) per complete week of delay or part thereof to a maximum of 5% TOV (Total Order Value).



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Annexure- T to SCC

List of Third Party Inspection agencies (TPIAs)

- M/s TUV SUD South Asia Pvt. Ltd.
- M/s Apave Assessments India Pvt. Ltd.
- M/s VCS Quality Services Private Limited
- M/s DNV GL AS
- M/s IR Class Systems and Solutions Private Limited
- M/s Projects and Development India Ltd. (PDIL)
- M/s Tata Projects Limited
- M/s Lloyds Register Asia
- M/s Certification Engineers International Limited
- M/s Bureau Veritas (India) Pvt. Ltd.



SECTION – VI

MATERIAL REQUISITION (MR) / **TECHNICAL SPECIFICATION (TS)** **(REFER MATERIAL REQUISITION)**



SECTION – VII

SCHEDULE OF RATES (SOR)



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CUT-OUT SLIPS

**MSE CERTIFICATE (as applicable), POWER OF ATTORNEY
AND ANY OTHER TENDER DOCUMENTS”**

DO NOT OPEN

SUB: PROCUREMENT OF VALVES – BALL FOR BCPL.

TENDER NO: SG/B348-000-WB-MR-3017/06

**BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL**

: 21.03.2022 at 1200 Hrs. (IST)

TO

Ms. Sangitta Ghuliani, Sr. GM (SCM)
Engineers India Limited,
Tower-I, 1st Floor,
Gurugram- 122001, Haryana, India
Phone No. & Extn : 0124-289 1285 / 1306 / 1354
E-mail : sangitta.ghuliani@eil.co.in / lalit.sharma@eil.co.in /
dilip.gurjar@eil.co.in.

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**MSE CERTIFICATE (as applicable), POWER OF ATTORNEY AND ANY
OTHER TENDER DOCUMENTS**

PREAMBLE TO PRICE SCHEDULE (INDIAN)

RFQ NO. : SG/B348-000-WB-MR-3017/06

ITEM : VALVES- BALL

NAME OF BIDDER: M/s _____

OFFER REFERENCE NO: _____

1	Scope of Supply shall be strictly as per Material Requisition and other documents which are part of RFQ
2	Bidder confirms that he has noted the contents of the Preamble to the Price Schedule, Price Schedule, RFQ, Material Requisition etc and quoted his prices accordingly without any deviation.
3	Bidder must quote the price in enclosed Price Schedule formats only. The formats shall not be changed and/or retyped.
4	Quoted prices are firm and fixed till complete execution of the entire order and no variation on any account is allowed. Also variation on account of Foreign Exchange rate shall not be paid by the Owner unless otherwise categorically specified in RFQ documents.
5	Evaluation and ordering shall be done on item wise lowest quote basis.
6	In case of discrepancies in the Item Description/Quantity in this price schedule then description/quantity etc as per MR shall prevail.
7	Bidder shall furnish the break-up of built-in CIF value against each quoted item, giving details of description of goods, qty. rate of custom duty etc. in attached CIF FORMAT-A1
8	Bidder shall furnish prices/details as above, in accordance with ITB .
9	All the Columns of quoted items in the price schedule must be filled with required information, as applicable.
10	Bidder must quote the price in enclosed Price Schedule formats only. The formats shall not be changed and/or retyped. For any deviation to the formats, offer may be rejected.
11	The quoted prices shall be inclusive of all inspection and testing requirements as specified in the enclosed MR.
12	The evaluation methodology for award shall be as per Section-II (Evaluation Methodology)/ ITB
13	As stated elsewhere in tender, bidder is required to quote all components of Price schedule. In case, it is found that some of components of Price Schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil / Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard
Notes:	i) Bidders must submit this preamble with offer. ii) Bidders are mandatorily required to enter their name in the each page of excel file / pdf file of Price Schedule provided in the e-tender portal for submission of price bid

PRICE SCHEDULE (INDIAN BIDDERS) FOR SUPPLY PORTION-FORMAT-A						
RFQ NO. : SG/B348-000-WB-MR-3017/06						
ITEM : VALVES- BALL						
NAME OF BIDDER:		M/s				
OFFER REFERENCE NO:						
Item Sl. No. as per MR.	Tag/ Item Code	Description	Qty	UOM	Unit Rate (FOT Despatch Point Price including P&F but excluding GST)	Unit Rate (Transportation Charges up to Project Site excluding GST)
					Currency (INR)	Currency (INR)
1	2	3	4	5	6	7
SUPPLY AS PER COMPLETE SCOPE MENTIONED IN MATERIAL REQUISITION IN ALL RESPECTS						
1	54301ZZZ0091ZZZZZ	VLV.BALL, SHEET 54301 2.0 INCH, LOCK OPEN	5	NOS		
Notes:						
1	Quoted price shall be inclusive of prices for raw materials sourced outside India and to be incorporated in the finished product sourced from India - Detailed break up shall be furnished in Price Schedule Format A1.					
2	Taxes & Duties shall be quoted under Price Schedule Format - A2					

FORMAT A1

DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT (RAW MATERIALS) (INDIAN BIDDER)										
RFQ NO. : SG/B348-000-WB-MR-3017/06										
ITEM : VALVES- BALL										
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 FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE FORMAT-A										
NAME OF BIDDER:										
DESCRIPTION				CIF value of Import Content included in quoted supply prices (INR)		RATE OF CUSTOM DUTY INCLUDED IN QUOTED FOT DESPATCH POINT				
For Item no./ SI . 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 (%)	TOTAL CUSTOM DUTY (%)
				Rate in Figures	Rate in Words					
1	2	3	4	5	6	7	8	9	10	11
TOTAL CIF VALUE										
Note:										
1	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.									
2	Bidder to consider input tax credit of IGST available at their end (in case of import of raw materials / component) in their prices.									

FORMAT A2

RFQ NO. : SG/B348-000-WB-MR-3017/06

ITEM : VALVES- BALL

NAME OF BIDDER *

OFFER REFERENCE *

CONTACT PERSON *

MOBILE NO *

ADDRESS FOR FUTURE CORRESPONDENCE *

TEL NO *

FAX NO *

EMAIL ID *

BID DETAILS * : -

1 Dispatch point from where material shall be dispatched

2 GST Registration Number for Despatch Point

3 Specify Invoicing Place

4 HSN for Goods

5 SAC Code for Services

6 Applicable rate of GST

6 (i) Applicable rate of IGST on Supply

Extra @ _____ %

6 (ii) Rate of GST applicable extra on Freight Charges

Extra @ _____ %

7 Applicable rate of CGST & SGST/UTGST on Intrastate Supply

In case of Intrastate supply, rate of IGST mentioned above shall be divided into CGST & SGST/UTGST equally for evaluation and ordering.

OTHER DETAILS / CONFIRMATION:

8 WE CONFIRM THAT WE ARE NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS.

CONFIRMED

9 WE CONFIRM COMPLIANCE TO COMMERCIAL TERMS & CONDITIONS AS PER ENQUIRY DOCUMENT WITHOUT ANY RESERVATION.

CONFIRMED

MATERIAL REQUISITION (TOP SHEET)

ITEM: VALVES:BALL

Issue Status (Fill 1 or 2 from below in this bracket) []

MR Category :I

1. -> Entire Requisition Issued

2. -> Only Revised Pages are Issued

PDD ITEMCODE : 50DE,50DL

DOCUMENT NUMBER

(Always quote this document number given below as reference)

B348	000	WB	MR	3017	C	11/03/2022	16-43
JOB NO.	UNIT/ AREA	COST CENTRE	DOC CODE	SR.NO.	REV	DATE	ORIGINATING DIVN./DEPT

VENDOR CODE	VENDOR NAME

Material to be delivered at (job site) BCPL, LEPETKATA,ASSAM within the delivery period specified in the "Request For Quotation" (RFQ).

Notes :

1. This page is a record of all the Revisions of this Requisition.
2. The nature of the Revision is briefly stated in the "Details" column below, the Requisition in its entirety shall be considered for contractual purposes.
3. When a Requisition is revised, only the revised pages may be issued.
4. When revised pages only are issued, the revised pages shall form part of the original Requisition. The original requisition alongwith the revised pages shall be considered in its entirety for contractual purposes.
5. Vendors are required to quote strictly as per technical specifications / notes stipulated in the material requisition. The offers with deviations are likely to be summarily rejected.

REV.	DATE	BY	CHK.	APPD.	DETAILS
A	26/10/2021	SKS	AM	RKG	ISSUED FOR BIDS
B	22/02/2022	SKS	AM	RKG	REVISED FOR BIDS
C	11/03/2022	SKS	AM	RKG	REVISED FOR BIDS

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ENGINEERS INDIA LIMITED
NEW DELHI

Project: BUTENE -1, HPG -2, PSA

Client: BCPL

Requisition No.

B348-000-WB-MR-3017

Rev

C

Page 1 of 3

LIST OF ATTACHMENT

SR. NO	DOCUMENT TITLE	DOCUMENT NO.	REVISION	
			NO.	DATE
1	TECHNICAL NOTES FOR VALVES	6-44-0052	7	13/07/2017
2	STANDARD SPECIFICATION FOR POSITIVE MATERIAL IDENTIFICATION (PMI) AT SUPPLIER'S WORK	6-81-0001	4	23/12/2021
3	SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM REQUIREMENTS FROM BIDDERS	6-78-0001	2	12/06/2020
4	SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM SUPPLIERS	6-78-0003	2	12/06/2020
5	ADDITIONAL TECHNICAL REQUIREMENTS	B348-000-16-43-ATR-3017	A	21/10/2021
6	VMS FOR MR NO 3017	B348-000-6-44-0006-3017	A	21/10/2021
7	INSPECTION METHODOLOGY FOR CRASH PROCUREMENT OF PIPING BULK ITEMS	B348-000-85-41-IM-01	1	28/01/2022

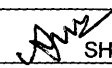
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EIL - 588 A - 216 x 279

MR ATTACHMENT						
SR.NO.	ITEMCODE	DETAIL DESCRIPTION	QTY.	U. RATE	TOT.VALUE	CDD
Item Description: VLV.BALL, SHEET 54301						
1	54301ZZZ0091ZZZZZ	2.0 INCH, LOCK OPEN	5 NOS			

 ENGINEERS INDIA LIMITED NEW DELHI	Project: BUTENE - 1, HPG - 2, PSA	Requisition No.	Rev
	Client: BCPL	B348 - 000 - WB - MR - 3017 Page 3 of 3	C

वाल्वों के लिए तकनीकी टिप्पणियाँ

TECHNICAL NOTES FOR VALVES

7	13.07.17	REVISED AND ISSUED AS STANDARD SPECIFICATION	 PK	 SH	 MI	 RN
6	04.08.10	REVISED AND ISSUED AS STANDARD SPECIFICATION	RN	ATD	SC	DM ND
5	04.07.08	REVISED AND ISSUED AS STANDARD SPECIFICATION	RN	SC	DM	VC
4	15.11.00	REVISED AND ISSUED AS STANDARD SPECIFICATION	RN	BRB	NS	MI
3	04.04.94	ISSUED IN LINE WITH GENERAL REVISION	AKG	NS	GRR	AS
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
Approved by						

Abbreviations:

AARH :	Arithmetic Average Roughness Height
ANSI :	American National Standards Institute
API :	American Petroleum Institute
ASME :	American Society of Mechanical Engineers
ASTM :	American Society for Testing & Materials
BGO :	Bevel Gear Operator
BHN :	Brinell Hardness Number
BIS :	Bureau of Indian Standards
BS :	British Standard
BVIS :	Bureau Veritas Industrial Services
BW :	Butt Weld
CAT :	Category
CEIL :	Certification Engineers International Limited
CS :	Carbon Steel
DFT :	Dry Film Thickness
DNV :	Det Norske Veritas
DP :	Dye-Penetrant
eDMS :	Electronic Document Management System
IBR :	Indian Boiler Regulations
IGC :	Inter Granular Corrosion
IS :	Indian Standard
LT :	Low Temperature
LTCS :	Low Temperature Carbon Steel
MOV :	Motor Operated Valve
MP :	Magnetic Particle
MR :	Material Requisition
NDT :	Non Destructive Testing
PMI :	Positive Material Identification
PO :	Purchase Order
PR :	Purchase Requisition
RFQ :	Request for Quotation
SCRD :	Screwed
SS :	Stainless Steel
SW :	Socket Weld

Piping Standards Committee

Convenor : Mr M. Ismaeel

Members : Mr. Amrendra Kumar
Mr. G. Balaji
Mr. Udayan Chakravarty
Mr. K.J. Harinarayanan (S&ME)
Mr. S. Ghoshal (Process-2)
Mr. G.K. Iyer (Projects)
Mr. Pankaj Kumar Rai (Construction)

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1.0 GENERAL

- 1.1 Vendor shall supply valves in accordance with the valve specification sheets along with auxiliaries, if any, such as gear operator, bypasses, drains, locking arrangements etc. wherever specified in the specification sheets, subject notes and other enclosures to the material requisition (MR).
- 1.2 Vendor shall quote in strict accordance with the valve data / specification sheets, subject technical notes and all other enclosures to the MR. For 'Cat-I valves', no deviations whatsoever shall be accepted. Post Order Waiver/ Deviation format 5-0000-0180-F1 as mentioned in Cl. 5.17 of specification for Quality Management System Requirements from Bidder (6-78-0001) is not applicable for Cat-I valves. For Cat-II Valves, if exceptions/ deviations become absolutely must, the same shall be requested as explained in clause 2.3.6 giving reasons for seeking such exceptions/ deviations.
- 1.3 All codes and standards for manufacture, testing, inspection etc. shall be of latest editions as on issue date of RFQ.

2.0 DOCUMENTATION

- 2.1 All document submissions to EIL shall be through EIL eDMS.
- 2.2 For 'Cat-I' valves, no documents shall be submitted with the offer.
- 2.3 For 'Cat-II' valves, vendor shall submit the following documents with the offer:
- 2.3.1 Manufacturer's complete descriptive and illustrative catalogue / literature.
- 2.3.2 Detailed dimensioned cross section drawing with parts / material lists, weight etc.
- 2.3.3 Drawings for valves with accessories like gear operator, hydraulic / pneumatic operator, motor, extension bonnet, extended stems with stands, bypass etc. giving major salient dimensions.
- 2.3.4 One copy of the valve specification sheets signed as "Accepted" by the manufacturer. Deviations, if any shall be marked as applicable on the valve specification sheet.
- 2.3.5 If the valve is regretted or has no deviation, the manufacturer shall write clearly on valve specification sheets as "Regret" or "No Deviation".
- 2.3.6 For 'CAT-II' valves, if there is any deviation, the same shall be listed clausewise.
- 2.3.7 On failure to submit documents as specified in clauses 2.1.1 to 2.1.6 above, the offer is likely to be rejected.
- 2.4 The following documents shall be submitted through eDMS of EIL after placement of the order:
- 2.4.1 For Cat-I valves to manufacturers' standard specified in MR/valve specification sheet, detailed dimensioned cross section drawing with parts, materials, weight, etc. shall be submitted for records/information.

- 2.4.2 For 'Cat-II' valves, Vendor shall submit for review drawings mentioned in clauses 2.1.2 & 2.1.3 before start of manufacture. No other drawings shall be submitted for review.
- 2.4.3 Test report shall be supplied for all mandatory tests as per the applicable code. Test reports shall also be furnished for any supplementary tests as specified in clauses 3.13, 3.14 & 3.15.
- 2.4.4 Material test certificates (physical properties, chemical composition & heat treatment report) of the pressure containing parts shall be furnished for the valves supplied. Material test certificates for the other parts shall also be furnished for verification during inspection.
- 2.5 In addition to submissions through EIL eDMS, Catalogues/Drawings shall be in submitted in hard copies (6 sets) and soft copies (2 CDs/DVDs) along with delivery for Purchaser's record for all categories/types of valves.

3.0 DESIGN AND CONSTRUCTION

- 3.1 Valve shall be designed, manufactured, tested, inspected and marked as per the manufacturing standards, design codes and standards indicated in the respective valve specification sheets. Any conflict between the requisition, enclosures, specification sheets and referred standards/codes shall be brought to the notice of the purchaser for clarifications and resolution, before proceeding with the manufacture. The purchaser's decision shall be final and binding to the vendor. The drawings submitted for review shall not include any deviations except as communicated in writing in Deviation permits. The Drawings shall be reviewed only for design and construction features.
- 3.2 All flanged valves shall have flanges integral (except forged valves) with the valve body. Flange face finish shall be normally specified in the valve specification sheet as 125 AARH etc. The interpretation for range of face finish shall be as follows:

Stock Finish	:	1000 μ in AARH max.
125 AARH	:	Serrations with 125 to 250 μ in AARH
63 AARH	:	32 to 63 μ in AARH

- 3.3 For all weld end valves with bevel end as per ASME B16.25, the contour of bevel shall be as follows:

Material	Wall Thickness	Weld Contour
Carbon Steel (Except Low Temp. Carbon Steel)	Upto 22 mm	Figure 2 Type A
	> 22 mm	Figure 3 Type A
Alloy Steel, Stainless Steel & Low Temp. Carbon Steel	Upto 10 mm	Figure 4
	> 10 mm & Upto 25 mm	Figure 5 Type A
	> 25 mm	Figure 6 Type A

Valve ends shall match thickness of the connecting pipe. Sloping of inside contour of valves shall be done wherever necessary to achieve this.

3.4 For flanged valves with ring joint flanges the hardness shall be as follows:

Flange Material	Min. Hardness of Groove (BHN)
Carbon Steel	140
1% Cr to 5% Cr, 9% Cr	150
Type 304, 316, 321, 347	160
Type 304L, 316L	140

3.5 Following requirements for check valves shall be met over and above the valve specification sheet requirements:

3.5.1 Unless specified otherwise in the data sheet all check valves 3" & above (except in 900#, 1500# & 2500# rating) shall have a drain boss at location "G" (Refer Fig.No.1 of ASME B16.34) where pocket is formed in valve body. A tapped drain hole with plug shall be provided as per ASME B16.34. Threads shall be as per ASME B1.20.1 (Taper) NPT.

3.5.2 For heavy check valves, provisions shall be available for lifting by way of lugs, eye bolts and other such standard devices.

3.6 If an overlay weld-deposit is used for the body seat ring seating surface, the corrosion resistance of the seat ring base material shall be at least equal to the corrosion resistance of the material of the shell.

3.7 Following valve bypass requirements shall be met:

3.7.1 By-pass requirement for Gate valves shall be as follows unless otherwise mentioned.

ASME 150 Class	On sizes 26" and above
ASME 300 Class	On sizes 16" and above
ASME 600 Class	On sizes 6" and above
ASME 900 Class	On sizes 4" and above
ASME 1500 Class	On sizes 4" and above
ASME 2500 Class	On sizes 3" and above

3.7.2 The by-pass piping arrangement shall be such that clearance between main valve body and by-pass assembly shall be the minimum possible for layout reasons. Vendor shall follow the sketch enclosed in Specification No. 6-44-0052-A1.

3.7.3 By-pass valve shall be a globe valve. The sizes shall be as under:

On main valve $\leq 4"$	:	1/2"
On main valve 6" to 8"	:	3/4"
On main valve 10" & above	:	1"

By-pass piping shall be of same metallurgy as main valve. The by-pass piping, fittings and valve tag numbers shall be as specified in Specification No. 6-44-0052-A2. In case details of by-pass arrangement for any Valve tag number is missing, Vendor shall bring the same to notice of EIL and provide by-pass as per details specified.

3.7.4 Vendor shall supply the by-pass valve duly tested and fitted to the main valve. Valves with by-pass shall have the direction of flow marked on the main valve. By-pass attachment to the

- main valve body shall not be screwed. All fillet welds for by-pass installation shall be 100% examined by DP/MP test and Butt-weld joints shall be 100% examined by radiography.
- 3.8** Valve body / bonnet shall be forged / cast as specified. Forgings are acceptable in place of casting but not vice-versa.
- 3.9** Stem shall be forged or machined from forged / rolled bar. No casting is permitted. However, integral stem of cast material is acceptable for Plug valves.
- 3.10** Stellite / hardfacing by deposition, shall be minimum 1.6 mm.
- 3.11** Renewable seat rings shall be seal welded for valves of size 3" and above to prevent loosening in service.
- 3.12** For Low Temperature & Cryogenic valve requirements, refer Specification.No.6-44-0052-A3 unless otherwise specified.
- 3.13** For Hydrogen service valve requirements, refer Specification.No.6-44-0052-A4 unless otherwise specified.
- 3.14** Valves under 'NACE' category shall meet the requirements specified in MR-0103 unless otherwise specified.
- 3.15** For all austenitic stainless steel valves Inter Granular Corrosion (IGC) test shall be conducted as per the following:
- 3.15.1 ASTM A262 Practice 'B' with acceptance criteria of '60 mils/year (max.)' for all materials - forged, rolled, wrought and casting.
- Or
- ASTM A262 Practice 'E' with acceptance criteria of 'No cracks as observed from 20X magnification' for all materials other than castings. 'Microscopic structure to be observed from 250X magnification' in addition.
- 3.15.2 When specifically asked for in MR for high temperature application of some grades of austenitic stainless steel (eg. SS309, 310, 316, 316H etc.) ASTM A262 Practice 'C' with acceptance criteria of '15 mils/year (max.)' shall be conducted.
- 3.15.3 For the IGC test as described in Clauses 3.15.1 & 3.15.2, two sets of samples shall be drawn from each solution annealing lot. One set shall correspond to the highest Carbon content and the other to the highest pressure rating. When testing is conducted as per practice 'E', photograph of the microscopic structure shall be submitted for record.
- 3.16** All types of 321 or 347 stainless steel valves shall be in a stabilised heat treated condition. Stabilising heat treatment shall be carried out subsequent to the normal solution annealing. Soaking temperature and holding time for stabilising heat treatment shall be 900°C and 4 hours respectively.
- 3.17** Spiral wound bonnet gaskets are to be provided with inner/outer ring except when encapsulated gaskets type body-bonnet joints are employed. Outer ring may be avoided in case of non-circular spiral wound gasket used in 150# valve provided the outermost layer of spiral touches the bolts ascertaining the centering.
- 3.18** All Stainless Steel Castings shall be solution heat treated.

3.19 Only normalized and tempered material shall be used in the following specifications :

Castings : A217 Gr.WC1, A217 Gr.WC4, A217 Gr.WC5, A217 Gr.WC6, A217 Gr.WC9, A217 Gr.C5, A217 Gr.C12

Forgings : A182 Gr.F11 Cl.2, A182 Gr.F12 Cl.2

3.20 Ball / Plug / Butterfly Valves

3.20.1 As a prequalification, fire safe test as per API 607 / API 6FA / BS EN ISO 10497 (Supersedes BS 6755 Part II) shall be carried out on soft seated ball, plug & butterfly valves and also on lubricated plug valves. The test shall be witnessed and certified by a third party inspection agency like Lloyds, BVIS, DNV or EIL/ CEIL unless otherwise specified. The vendor has to submit test certificate for the particular design of the valve offered, if fire safe design is required as per the Valve Material Specification sheet..

3.20.2 Each valve shall be supplied with a lever / wrench except for gear operated / motor operated valves.

3.20.3 Soft-seated ball, plug & butterfly valves shall be supplied with antistatic devices.

3.20.4 BW / SW end ball valves shall have a 100 mm long seamless pipe nipple welded to each end of the valve. Nipples are to be welded prior to assembling Teflon seats / seals. Specifications of the nipples shall be as indicated in the MR.

3.20.5 The face-to-face dimensions of all ball valves shall be same as those of gate valves of the corresponding ANSI class (except 10" onwards in Class 150 where the face-to-face dimensions shall be as per API 6D long pattern).

3.20.6 The ball of ball valve shall not protrude outside the end flanges of valve.

3.20.7 Ball valves shall be of floating ball/trunnion mounted type as per following:

150#	8" & below	Floating ball
	10" & above	Trunnion mounted
300#	4" & below	Floating ball
	6" & above	Trunnion mounted
600# & above	1.5" & below	Floating ball
	2" & above	Trunnion mounted

3.20.8 Unless otherwise specified in the data sheets, bore of all reduced bore ball valves shall be limited to one size lower than the nominal bore.

3.21 The MOVs are to be installed in an open area and the actuators shall be suitable for all weather conditions. The testing of complete assemblies of MOVs along with the actuators shall be done by the supplier at his works.

3.22 Ends of flanged valves of 22" size shall match corresponding flanges to MSS-SP44 unless otherwise specified.

3.23 Yoke material shall be same as bonnet material where maximum temperature specified is more than 427°C.

4.0 OPERATION

4.1 Gear operation shall be provided as under:

Valve Type	Class	Size Requiring Gear-Operator
Gate Valve, Globe Valve & Diaphragm Valve	150 Class	12" and larger
	300 Class	12" and larger
	600 Class	10" and larger
	900 Class	6" and larger
	1500 Class	3" and larger
	2500 Class	3" and larger
Ball Valve / Plug Valve (Other than pressure balance plug valves)	150 Class	6" and larger
	300 Class	6" and larger
	600 Class	4" and larger
	900 Class	3" and larger
	1500 Class	3" and larger
Butterfly Valve	150, 300 Class	6" and larger

For sizes lower than these ranges, hand wheel / lever / wrench shall be provided. For pressure balance plug valves manufacturer's recommendation shall be acceptable provided the requirements specified in clause 4.6 are met.

- 4.2 Gear operator shall be provided, with position indicators for open / close positions and with limit stops. (Limit stops are not applicable for gate and globe valves).
- 4.3 Where gear operator is not called for as per Clause 4.1 but vendor recommends a gear operator, the same shall be highlighted.
- 4.4 Gear operator shall be so designed as to operate effectively with the differential pressure across the closed valve equal to the cold non-shock pressure rating.
- 4.5 Ball, plug and butterfly valves, shall have "Open" position indicators with limit stops.
- 4.6 Hand wheel diameter shall not exceed 750mm and lever length shall not exceed 500mm on either side. Effort to operate shall not exceed 35 Kg at handwheel periphery. However, failing to meet the above requirements, vendor shall offer gear operated valve and quote as per clause 4.3.

5.0 INSPECTION AND TESTING

- 5.1 Every valve shall be subjected to all the mandatory tests and checks called in the respective codes / data sheet by EIL inspection or any third party as approved by the purchaser. For IBR valves refer clause 7.0.
- 5.2 Every valve, its components and auxiliaries must be subjected to all the mandatory tests and checks called for in the respective codes, data sheets etc. by the manufacturer.
- 5.3 Though the extent of inspection shall be as under, exact extent with hold points shall be decided by EIL regional inspection office and recorded in the form of inspection plan. In case of third party inspection, the inspection plan shall be approved by the purchaser.

Forged Valves:

1. Visual and dimensional inspection.
2. Review of material test certificates.
3. Any mandatory or supplementary test.
4. Hydrostatic test on 10% valves selected on random basis.
5. Strip check is required for 1% of total ordered quantity of Gate & Globe valves (min. 1 No.) for each Valve sheet no., however, strip check is not required for CS/ Brass/ Bronze material valves with 13% Cr/ Brass/ Bronze trims.

Cast Steel Valves:

1. Visual and dimensional inspection.
2. Review of material test certificates.
3. Review of radiographs/radiographic reports or any other NDT tests wherever applicable as per data sheet.
4. Any mandatory or supplementary test.
5. Hydrostatic test 100% for body, 10% other test.
6. Strip check is required for 1% of total ordered quantity of Gate & Globe valves (min. 1 No.) for each Valve sheet no., however, strip check is not required for CS/ Brass/ Bronze material valves with 13% Cr/ Brass/ Bronze trims.

Samples for strip check shall be selected at random and shall generally be in the highest size in the lot.

- 5.4** In case of motor operated or actuator operated valves, functional / operational checks as per the requirements of the specifications shall be made on each valve.

6.0 RADIOGRAPHY OF CAST VALVES

- 6.1** Valve castings shall undergo radiographic examination as specified below.

Material	Rating	Size Range	Radiography
All	150#	24" and below	NIL**
		26" and above*	100%
	300#	16" and below	NIL**
		18" and above	100%
	600# & above	All sizes	100%

* No radiography is required for valves of size 26" and above in cooling water service.

**For sizes 24" & below in 150# and 16" & below in 300#, radiography percentage if specifically mentioned in individual valve material spec sheet shall govern.

Radiography specified as random 10% or 20% etc. in the respective valve data sheet implies 10% or 20% etc. of number of valves ordered against each item number with a minimum of one valve against each item.

- 6.2 Radiography procedure, areas of casting to be radiographed shall be as per ASME B16.34 and acceptance criteria shall be as per ASME B16.34 Annexure-B. However for areas of casting to be radiographed for types of valves not covered in ASME B16.34, vendor shall radiograph castings in line with ASME B16.34.
- 6.3 For random radiography wherever specified in individual data sheets, the sampling shall be per size of the quantity ordered for each foundry.
- 6.4 Radiography wherever specified in the data sheets or as per clause 6.1 shall be done by X-ray / γ -ray to get the required sensitivity.

7.0 IBR CERTIFICATION

- 7.1 For valves described "IBR", valves shall be in accordance with the latest IBR (Indian Boiler Regulation) including the requirements specified in the specification.
- 7.2 For SW / BW end carbon steel valves under IBR, the chemical composition shall conform to the following:
- | | | |
|-------------------|---|------------|
| Carbon (Max) | : | 0.25% |
| Others (S, P, Mn) | : | As per IBR |
- 7.3 Valves coming under the purview of "IBR"(Indian Boiler Regulations) shall each be individually accompanied by IBR certificate original in Form III-C duly approved by IBR authority / local authority empowered by the Central Boiler Board of India. Photocopy of original certificate duly attested by the local boiler inspector where the supplier is located is the minimum requirement for acceptance.
- 7.4 All "IBR" valves shall be painted red in body-bonnet / body-cover joint.

8.0 MARKING

- 8.1 Valve markings, symbols, abbreviations etc. shall be in accordance with MSS-SP-25 or the standard referred in specification sheet as applicable. Vendor's name, valve rating, material designation, nominal size, direction of flow (if any) etc. shall be integral on the body.
- 8.2 Each valve shall have a corrosion resistant tag giving size, valve tag / code no., securely attached to the valve body.
- 8.3 Paint or ink for marking shall not contain any harmful metal or metal salts such as zinc, lead or copper which cause corrosive attack on heating.
- 8.4 Carbon Steel / Alloy Steel valves shall be painted with one coat of inorganic zinc silicate (minimum DFT 65 to 75 microns).

9.0 DESPATCH

- 9.1 Valve shall be dry, clean and free from moisture, dirt and loose foreign materials of any kind.
- 9.2 Valves shall be protected from rust, corrosion and any mechanical damage during transportation, shipment and storage.

9.3 Rust preventive on machined surfaces to be welded shall be easily removable with a petroleum solvent or shall not be harmful to welding.

9.4 Each end of valve shall be protected with the following materials:

Flange Face	:	Wood or Plastic Cover
Bevelled End	:	Wood or Plastic Cover
SW & SCRD. End	:	Plastic Cap

9.5 End protectors of wood / plastic to be used on flange faces shall be attached by at least three bolts and shall not be smaller than the outside diameter of the flange. However, plastic caps for SW & SCRD end valves shall be press fit type.

9.6 End protectors to be used on bevelled end shall be securely and tightly attached.

9.7 For special service valves additional requirement for despatch shall be as prescribed in data sheet.

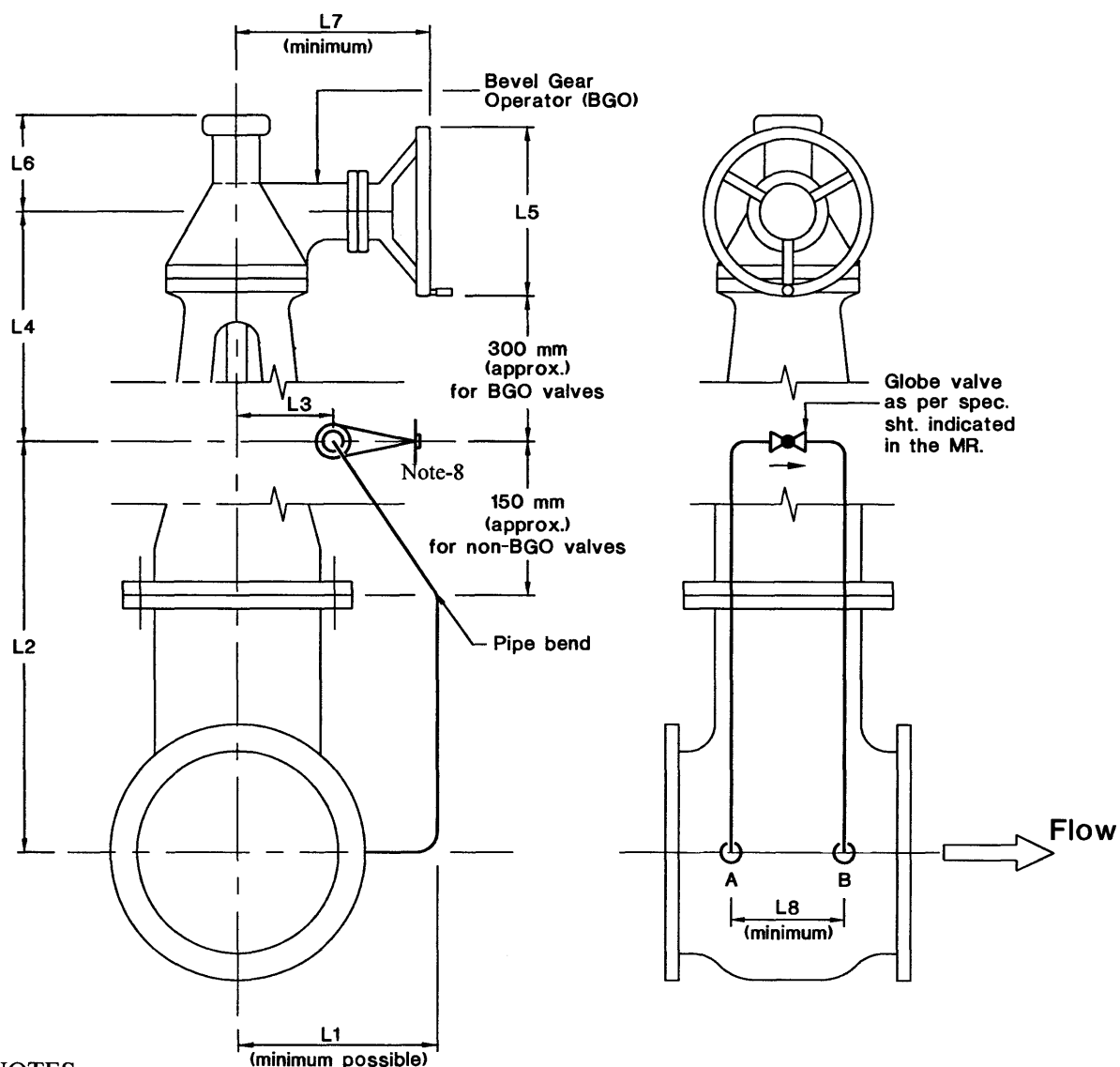
10.0 ATTACHMENTS

6-44-0052-A1	:	Bypass Piping Arrangement
6-44-0052-A2	:	Specifications for Bypass Piping, Fittings and Valves
6-44-0052-A3	:	Special Requirements for Low Temperature and Cryogenic Valves
6-44-0052-A4	:	Special Requirements for Hydrogen Service Valves

11.0 REFERENCES

6-78-0001	:	Specification for Quality management system requirements from bidders
6-78-0003	:	Specification for documentation requirements from suppliers
6-81-0001	:	Specification for Positive Material Identification (PMI) at Supplier's Works
6-81-0004	:	Inspection and Test plan for Valves

BYPASS PIPING ARRANGEMENT



NOTES :

1. The orientation & location of handwheel of bevel gear operator & the bypass arrangement shall be strictly as per this sketch.
2. The bypass connection ends shall be socket welded upto 600# and butt welded for 900# and above rating.
3. The bypass arrangement shall be properly clamped to & supported by the body of the main valve.
4. Basic design of bypass shall be to MSS-SP-45.
5. Material of bypass pipe & 90° elbows shall be same or equivalent to the body material as indicated in Specification No. 6-44-0052-A2.
6. This sketch is applicable for both BGO & NON-BGO Valves.
7. Vendor shall furnish dimensions L1 to L8.
8. Stem shall not be horizontal in the case of CRYO Valves

SPECIFICATIONS FOR BYPASS PIPING, FITTINGS AND VALVES

Class (Main Valve Sht.no.)	Pipe	Fittings	Bypass Valve Sht.no.
A1A(51301), A3A(51321), A9A(51301), A10A(51301), A11A(51301), A33A(51301), B1A(51401), B9A(51401), D1A(51501), D9A (51501)	ASTM A106 Gr.B (SMLS) 0.5"-0.75": S160 1.0"-1.5" : XS	ASTM A105 0.5"-0.75": SW 6000# 1.0"-1.5" : SW 3000#	52001
A6A(51301), B6A(51401)	ASTM A106 Gr.B (SMLS) 0.5"-0.5" : XXS 0.75"-1.5": S160	ASTM A105 0.5"-0.5" : SW 9000# 0.75"-1.5": SW 6000#	52001
A13A(51301), B13A(51401)	ASTM A106 Gr.B (SMLS) 0.5"-1.5" : XXS	ASTM A105 0.5"-1.5" : SW 9000#	52001
A2A(51302), B2A(51402), D2A (51502)	ASTM A106 Gr.B (SMLS)- IBR 0.5"-0.75": S160 1.0"-1.5" : XS	ASTM A105 - IBR 0.5"-0.75": SW 6000# 1.0"-1.5" : SW 3000#	52002
A4A (51303), B4A (51403), D4A (51503)	ASTM A333 Gr.6 (SMLS)- LT 0.5"-0.75": S160 1.0"-1.5" : XS	ASTM A350Gr.LF2- LT 0.5"-0.75": SW 6000# 1.0"-1.5" : SW 3000#	52003
A5A (51304), B5A (51404), D5A (51504)	ASTM A106 Gr.B (SMLS) -H2 0.5"-0.75": S160 1.0"-1.5": XS	ASTM A105 - H2 0.5"-0.75": SW 6000# 1.0"-1.5" : SW 3000#	52004
A7A (51307)	ASTM A106 Gr.B (SMLS) 0.5"-0.75" : S160 1.0"-1.5": XS	ASTM A105 0.5"-0.75": SW 6000# 1.0"-1.5" : SW 3000#	52007
A16A (51311), B16A (51411), D16A (51511)	ASTM A106 Gr.B (SMLS) - NACE 0.5"-0.5" : XXS 0.75"-1.5": S160	ASTM A105 - NACE 0.5"-0.5" : SW 9000# 0.75"-1.5": SW 6000#	52011
A19A (51313), B19A (51413), D19A (51513)	ASTM A106 Gr.B (SMLS) 0.5"-0.75" : S160 1.0"-1.5": XS	ASTM A105 0.5"-0.75": SW 6000# 1.0"-1.5" : SW 3000#	52013
E1A (51601), F1A (51701)	ASTM A106 Gr.B (SMLS) 0.5"-1.5" : S160	ASTM A234 Gr.WPB/ ASTM A105 0.5"-1.5" : BW, S160	52101
E2A (51602), F2A (51702)	ASTM A106 Gr.B (SMLS) - IBR 0.5"-1.5" : S160	ASTM A234 Gr.WPB/ ASTM A105 - IBR 0.5"-1.5" : BW, S160	52102
E5A (51604), F5A (51704)	ASTM A106 Gr.B (SMLS) - H2 0.5"-1.5" : S160	ASTM A234 Gr.WPB/ ASTM A105 - H2 0.5"-1.5" : BW, S160	52104
E9A (51605), F9A (51705)	ASTM A106 Gr.B (SMLS) 0.5"-1.5" : SCH XXS	ASTM A234 Gr.WPB/ ASTM A105 0.5"-1.5" : BW, SCH XXS	52105
E19A (51613), F19A (51713)	ASTM A106 Gr.B (SMLS) 0.5"-1.5" : SCH XXS	ASTM A234 Gr.WPB/ ASTM A105 0.5"-1.5" : BW, SCH XXS	52113

Class (Main Valve Sht.no.)	Pipe	Fittings	Bypass Valve Sht.no.
A5Y (51384), A33Y (51384)	ASTM A106 Gr.B (SMLS) 0.5"-1.5" : S160	ASTM A105 0.5"-1.5" : SW 6000#	52085
A1D (51330), B1D (51430), D1D (51530)	ASTM A335Gr.P11(SMLS) 0.5"-0.75" : S160 1.0"-1.5" : XS	ASTM A182 Gr.F11Cl.2 0.5"-0.75" : SW 6000# 1.0"-1.5" : SW 3000#	52030
D2D (51531)	ASTM A335Gr.P11 (SMLS) - IBR 0.5"-0.75" : S160 1.0"-1.5" : XS	ASTM A182 Gr.F11Cl.2 - IBR 0.5"-0.75" : SW 6000# 1.0"-1.5" : SW 3000#	52031
B5D (51432), D5D (51532)	ASTM 335Gr.P11(SMLS)- H2 0.5"-0.75" : S160 1.0"-1.5" : XS	ASTM A182 Gr.F11Cl.2 - H2 0.5"-0.75" : SW 6000# 1.0"-1.5" : SW 3000#	52032
B1E (51433)	ASTM A335Gr.P22(SMLS) 0.5"- 0.75" : S160 1.0"-1.5" : XS	ASTM A182 Gr.F22Cl.3 0.5"-0.75" : SW 6000# 1.0"-1.5" : SW 3000#	52033
D5E (51534)	ASTM A335Gr.P22(SMLS) - H2 0.5"-0.75" : S160 1.0"-1.5" : XS	ASTM A182 Gr.F22Cl.3 - H2 0.5"-0.75" : SW 6000# 1.0"-1.5" : SW 3000#	52034
A4F (51336), B4F (51436)	ASTM A335 Gr.P5(SMLS) 0.5"-0.75" : S160 1.0"-1.5" : XS	ASTM A182 Gr.F5 0.5"-0.75" : SW 6000# 1.0"-1.5" : SW 3000#	52036
B3F (51436)	ASTM A335 Gr.P5(SMLS) 0.5"-1.5" : XXS	ASTM A182 Gr.F5 0.5"-1.5" : SW 9000#	52036
A4G (51339), B4G (51439)	ASTM A335 Gr.P9(SMLS) 0.5"-0.75" : S160 1.0"-1.5" : XS	ASTM A182 Gr.F9 0.5"-0.75" : SW 6000# 1.0"-1.5" : SW 3000#	52039
F2D (51731)	ASTM A335 Gr.P11 (SMLS) - IBR 0.5"-1.5" : S160	ASTM A234Gr.WP11Cl.1/ A182 Gr.F11Cl.2 - IBR 0.5"-1.5" : BW, S160	52131
E5E (51634)	ASTM A335 Gr.P22(SMLS) - H2 0.5"-0.75" : S160 1.0"-1.5" : XS	ASTM A234Gr.WP22Cl.1/ A182 Gr.F22Cl.3 - H2 0.5"-0.75" : BW, S160 1.0"-1.5" : BW, XS	52134
A1K (51345), A3K (51345), B1K (51445), D1K (51545)	ASTM A312 TP304(SMLS) 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F304 0.5"-1.5" : SW 3000#	52045
A2K (51346), B2K (51446), D2K (51546)	ASTM A312 TP304(SMLS) - CRYO 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F304 - CRYO 0.5"-1.5" : SW 3000#	52046
B4K (51448), B5K (51448)	ASTM A312 TP304H (SMLS) 0.5"-1.5" : 80S	ASTM A182 Gr.F304H 0.5"-1.5" : SW 3000#	52048

Class (Main Valve Sht.no.)	Pipe	Fittings	Bypass Valve Sht.no.
A6K (51350), B6K (51450)	ASTM A312 TP304L (SMLS) 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F304L 0.5"-1.5" : SW 3000#	52050
A1M (51361), B1M (51461)	ASTM A312 TP316(SMLS) 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F316 0.5"-1.5" : SW 3000#	52061
B5M (51462)	ASTM A312 TP316H (SMLS) - H2 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F316H - H2 0.5"-1.5" : SW 3000#	52062
B3M (51463)	ASTM A312 TP321(SMLS) 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F321 0.5"-1.5" : SW 3000#	52063
A1N (51366), B1N (51466)	ASTM A312 TP 316L (SMLS) 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F316L 0.5"-1.5" : SW 3000#	52066
B6N (51471)	ASTM A312 TP316L (SMLS) 0.5"-0.75" : 80S 1.0"-1.5" : 40S	ASTM A182 Gr.F316L 0.5"0.5"-1.5" : SW 3000#	52071

SPECIAL REQUIREMENTS FOR LOW TEMPERATURE & CRYOGENIC VALVES

1.0 SCOPE

All valves of Low Temperature Carbon Steel (LTCS) and all grades of austenitic SS (CRYO) material are categorized as cryogenic valves. All these valves shall have extended bonnet as per BS 6364 except check valves.

Following qualification criteria shall be met by the valve vendors to quote valves for cryogenic services:

2.0 QUALIFICATION CRITERIA

- i) Both cryogenic test (clause 2.1) and reference list (clause 2.2) together shall be considered for vendor qualification and vendor shall furnish the same, along with his offer.
- ii) Vendors who do not have cryogenic test reports and reference list covering valves of all sizes, materials and ratings required by MR, should confirm / furnish the following for consideration of their offer:
 - a. Evidence of having conducted successfully at least one cryogenic test as per BS 6364. Test certificate shall be furnished with the offer.
 - b. Vendor shall confirm to conduct cryogenic test per clauses 2.1 & 2.3 for the remaining valves not later than 12 weeks from the date of purchase order.
 - c. Vendor shall also furnish reference list for valves supplied for non-cryo service if reference list referred in 2.2.1 does not cover all the sizes of MR.

Offers of vendors who do not comply with above requirements would be rejected.

2.1 Cryogenic Test

Vendors to furnish copies of cryogenic test certificate for tests conducted as per details given below:

- 2.1.1 Test shall be as per BS 6364.
- 2.1.2 Test temperature, unless specifically called for otherwise in the individual MR, shall be -45°C for LTCS and -196°C for all grades of austenitic stainless steel.
- 2.1.3. Tests carried out on a particular size of one type of valve, pressure rating and material shall qualify all sizes equal to and below the test valve size for the same type, pressure rating and material. In case of austenitic SS any one grade would qualify for all other grades of austenitic SS.
- 2.1.4. Tests should have been witnessed and certified by any one of the following third party inspection agencies; M/s Lloyd, BV, DNV, TUV or EIL/ CEIL.
- 2.1.5. Cryogenic test need not be conducted for every order. Test conducted previously and witnessed by inspection agencies listed above shall be considered acceptable and need not be repeated.

2.2 Reference List

Vendor shall furnish reference list for valves supplied for cryogenic service indicating the name of client, year of supply, size, material, pressure rating, type of valve and quantity.

2.3 Post Order Testing Procedure

2.3.1. Before conducting post order testing, vendor shall submit the following for approval:

- a. Test procedure (as per BS 6364).
- b. Cross-section drawing of the valve with material of construction.
- c. Schematic of test rig (as per BS 6364) with complete details.

2.3.2. Test has to be conducted irrespective of the service on largest size for each type of valve and for each material and class rating. Vendor shall offer one, two or three valves for selection of test valve by inspector depending upon whether quantity of largest valve in the order is one, two or three and more than three respectively.

In the event of failure of the test valve to meet the specification requirements, the vendor shall conduct test on two more valves. These two valves which pass test successfully, are of lower size, then the qualification will be valid only to sizes upto which test has been conducted successfully.

2.3.3. In case of non-conductance of cryogenic test(s) within 12 weeks or failure in the test(s) conducted after receipt of order, the owner reserves the right to invoke any of the provisions of the purchase order including cancellation of the purchase order at the risk and cost of vendor.

3.0 Bonnet extension, wherever specified in the valve sheet to BS 6364 shall be for “non cold box application” unless otherwise specified in the MR. Even if not called for in valve sheet, valves indicated as “LT” or “CRYO” shall be supplied with bonnet extension.

4.0 Bonnet and Gland extension joints shall be of butt welded/integrally cast construction.

5.0 Repair welding procedure for austenitic stainless steel valves in “CRYO” service shall have to be qualified for impact test as per ASME B31.3. Minimum acceptable impact energy shall be 20 J or lateral expansion of 0.38 mm at temperature of -196°C.

6.0 Wherever impact test of SS studs / nuts is called for in the data sheet, the impact value shall be 27 J at the intended service temperature specified in the data sheets.

SPECIAL REQUIREMENTS FOR HYDROGEN SERVICE

1.0 GENERAL

- 1.1** These requirements are applicable for valves used in Hydrogen service. These are in addition to the requirements described in "Technical Notes for Valves" Spec. No. 6-44-0052, and shall be read in conjunction with this specification.
- 1.2** All cast valve flanges & bodies with flange rating of Class 900 or greater shall be examined in accordance with paragraphs 7.2 through 7.5 of Appendix-VII of ASME SEC-VIII, DIV.1, regardless of casting quality factor.
- 1.3** Body / bonnet / cover joints & stuffing box of all valves shall have low emission. One valve per metallurgy, per rating, per size shall be helium leak tested as per ASME Sec.V, Subsection A, Article 10 (Detector Probe Technique), Appendix IV at a minimum of 25% of the allowable (rated) cold working pressure. Selection of valves for helium leak test shall be at random. Test duration shall be as follows:

Test Duration in Minutes					
Nominal Size	Pressure Class				
	Upto 300	600	800 & 900	1500	2500
Upto 2"	3	6	9	12	12
3" to 6"	6	9	12	15	18
8" to 16"	9	9	12	15	18
18" to 24"	9	12	15	18	21

The valve shall show no leakage. No leakage is defined as a total leakage rate of less than 0.0001 ml/s of helium.

- 2.0** Only normalized and tempered material shall be used in the following specifications:

Castings : A217 Gr.WC1, A217 Gr.WC4, A217 Gr.WC5, A217 Gr.WC6, A217 Gr.WC9, A217 Gr.C5, A217 Gr.C12

Forgings : A182 Gr.F11 Cl.2

3.0 CS & AS VALVES

- 3.1** Bend test and Magnetic Particle inspection of the entire surface of body and bonnet casting shall be in accordance with ASTM A217. Supplementary requirement S3 & S4 evaluation of magnetic particle, inspection shall be in accordance with MSS-SP-53 except that no linear discontinuities shall be allowed.
- 3.2** The Brinell hardness of heat treated casting shall not exceed 200 BHN for carbon steel & 225 for alloy steel.
- 3.3** Repair to defective casting shall be outlined in writing to the purchaser before repair starts. Repair method to be approved prior to welding.
- 3.4** Casting shall be preheated to a minimum of 400°F prior to welding and all Chromium-Molybdenum alloys shall be postweld heat treated after welding is complete. Stress relieving is essential for welds.

- 3.5** Carbon steel shall be normalised and alloy steels shall be normalised & tempered.
- 3.6** Dye Penetrant test of welds shall be in accordance with ASTM B165 Procedure B-2. Interpretation as per Appendix-8 of ASME-VIII Div.1.
- 3.7** The tensile stress for AS shall be less than 100,000 psi.
- 3.8** Charpy V-notch impact testing is to be done for valve material (average 20 ft-lb for set of 3 [minimum value 15 ft-lb] at 30°F).
- 3.9** For radiography and acceptance criteria for valve castings, refer Cl. 4.2.
- 4.0 SS VALVES**
- 4.1** Valve casting shall be in solution heat treated and pickled condition.
- 4.2** Critical body and bonnet casing section typically defined by ASME B16.34 shall be radiographed and shall meet ASTM E446 (upto 2" thick) Category A, B & CA Level 2, Category CB, OC & CD Level 3, Category D, B & F Level 0. For wall thickness 2" to 4.5" comparable plates of ASTM E186 shall be used. ASTM E94 and ASTM E142 shall be used for recommended practice & controlling quality of radiography as guide. The entire surface of all castings shall be dye-penetrant inspected after pickling.
- 4.3** Welds shall be 100% radiographed and evaluated in accordance with paragraph 344.5 of ASME B31.3 with a minimum casting quality factor of 0.95. Dye Penetration test shall be as per ASTM E165 Procedure B-2, Interpretation as per Appendix-8 of ASME-VIII Div.1.

बोलीकर्ता से गुणवत्ता प्रबंधन प्रणाली अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM REQUIREMENTS FROM BIDDERS

2	12.06.20	General Revision	 QMS Standards Committee	 QMS Standards Committee	SKB	SKS
1	12.03.15	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convener	Standards Bureau Chairman
Approved by						

Abbreviations:

ISO	-	International Organization for Standardization
MR	-	Material Requisition
PO	-	Purchase Order
PR	-	Purchase Requisition
QMS	-	Quality Management System

QMS Standards Committee

Convener: Mr. S.K. Badlani

Members: Mr. Sanjay Mazumdar (Engg.)
Mr. R.K. Singh (SCM)
Mr. B. Biswas (SCM)
Mr. Ravindra Kumar (Const.)
Mr. Vinod Kumar (CQA)
Mr. Swapnil Vaishnav (Projects)

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1.0 SCOPE

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

- QMS requirements to be met by suppliers / contractors after award of work / during contract execution.

2.0 DEFINITIONS

2.1 Bidder

For the purpose of this specification, the word “BIDDER” means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 Project Quality Plan

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

2.3 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0002	Specification for Documentation Requirements from Contractors
6-78-0003	Specification for Documentation Requirements from Suppliers

4.0 QUALITY MANAGEMENT SYSTEM – GENERAL

Unless otherwise agreed with EIL / Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 “Quality Management Systems – Requirements.” Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a certification agency. The quality system shall provide the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER’S Quality Manual and PROJECT specific Quality Plan.

5.0 QUALITY SYSTEM REQUIREMENTS

- 5.1** BIDDER shall prepare and submit for review / record, Project Quality Plan / Quality Assurance Plan for contracted scope / job. The BIDDER’S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER’S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production / manufacturing, preservation, packaging and storage, quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

- 5.2** BIDDER shall identify all specified or implied statutory and regulatory requirements and communicate the same to all concerned in his organization and his sub contractor's organization for compliance.
- 5.3** BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.
- 5.4** BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:
- Resources
 - Product / deliverable characteristics to be controlled.
 - Process characteristics to ensure the identified product characteristics are realized
 - Identification of any measurement requirements, acceptance criteria
 - Records to be generated
 - Need for any documented procedure
- The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to EIL / Owner for review / approval, before commencement of work.
- 5.5** Requirements for sub-ordering of outsourced items / sub-contracting / purchasing of services specified in MR / contract / tender shall be adhered to. In general all outsourced items will be from approved vendors of EIL. Wherever requirements are not specified, or approved sub vendors do not exist, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements in concurrence with EIL / Owner. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.
- 5.6** BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable
- a) the availability of information that describes the characteristics of the product
 - b) the availability of work instructions
 - c) the use of suitable equipment
 - d) the availability and use of monitoring and measuring devices
 - e) the implementation of monitoring and measurement
 - f) the implementation of release, delivery and post-delivery activities
- 5.7** BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.
- 5.8** BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.

- 5.9** BIDDER shall identify, verify, protect and safeguard EIL / Owner property (material / document) provided for use or incorporation into the product. If any Owner / EIL property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the EIL / Owner.
- 5.10** BIDDER shall ensure the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the MR/ tender shall be adhered to.
- 5.11** BIDDER shall establish system to ensure that inspection and testing activities are carried out in line with requirements. Where necessary, measuring equipment shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipment shall be protected from damage during handling, maintenance and storage.
- 5.12** BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.
- 5.13** BIDDER shall monitor and measure the characteristics of the product / deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and EIL / Owner personnel shall be carried out strictly as per the approved ITPs or ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner / EIL.
- 5.14** BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery
- 5.15** All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective actions shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur. The BIDDER shall take appropriate actions to address the Risks and Opportunities in the project.
- 5.16** All deficiencies noticed and reported by EIL / Owner shall be analyzed by the BIDDER and appropriate corrective actions shall be implemented. BIDDER shall intimate EIL / Owner of all such corrective action implemented by him.
- 5.17** BIDDER should follow the standards, specifications and approved drawings. Concessions / Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession / deviation request must be made by the BIDDER through online system of EIL eDMS. URL of EIL eDMS is <http://edocx.eil.co.in/vportal>.
- 5.18** BIDDER shall have documented procedure for control of documents.
- 5.19** All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to EIL / Owner as per contract requirement (Refer Specification Nos. 6-78-0002 - Specification for Documentation Requirements from Contractors and 6-78-0003 - Specification for Documentation Requirements from Suppliers), or disposed as per relevant project procedure.

6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body surveillance audits carried out under BIDDER'S own ISO 9001 certification scheme.

The audit programmes and audit reports shall be available with bidder for scrutiny by EIL / Owner. EIL or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above, EIL, Owner and third party appointed by EIL / Owner may also perform Quality and Technical compliance audits. BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required for this purpose. Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 DOCUMENTATION REQUIREMENTS

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record / review by EIL / Owner/ TPIA, as applicable.

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan / Quality Assurance Plan
- Job specific Inspection Test Plans, if not attached with PR
- Job Procedures
- Inspection / Test Formats

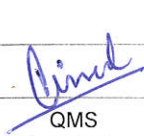
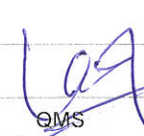
In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to EIL / Owner on demand at any point of time during execution of the project.

- Quality Manual
- Certificate of approval for compliance to ISO: 9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers,
- Project QMS audit report
- Technical audit reports for the project
- Corrective action report on the audits

Documents as specified above are minimum requirements. BIDDER shall submit any other document / data required for completion of the job as per EIL / Owner instructions.

आपूर्तिकर्ताओं से प्रलेखन अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM SUPPLIERS

2	12.06.20	General Revision	 QMS Standards Committee	 QMS Standards Committee	SKB	SKS
1	12.03.15	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convener	Standards Bureau Chairman
Approved by						

Abbreviations:

DCI	-	Document Control Index
eDMS	-	Electronic Document Management System
FOA	-	Fax of Acceptance
IC	-	Inspection Certificate
IRN	-	Inspection Release Note
ITP	-	Inspection and Test Plan
LOA	-	Letter of Acceptance
MR	-	Material Requisition
PO	-	Purchase Order
PR	-	Purchase Requisition
PVC	-	Polyvinyl Chloride
QAP	-	Quality Assurance Plan
QMS	-	Quality Management System
RPO	-	Regional Procurement Office
TPIA	-	Third Party Inspection Agency
URL	-	Universal Resource Locator
V-Portal-		Vendor Portal

QMS Standards Committee

Convener: Mr. S.K. Badlani

Members: Mr. Sanjay Mazumdar (Engg.)
Mr. R.K. Singh (SCM)
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Attachments

Format for completeness of Final Documentation : Format No. 3-78-0004

1.0 SCOPE

This specification establishes the Documentation Requirements from Suppliers.

All documents / data against the PO / PR / MR shall be developed and submitted to EIL / Owner by the suppliers for review / records, in line with this specification.

2.0 DEFINITIONS

2.1 Supplier

For the purpose of this specification, the word “SUPPLIER” means the person(s), firm, company or organization who has entered into a contract with EIL / Owner for delivery of some products (including service). The word is considered synonymous to bidder, contractor or vendor.

2.2 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0001	Specification for Quality Management System Requirements from Bidders
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4.0 DOCUMENTATION REQUIREMENTS

4.1 Order Acknowledgement and Assigning Project Manager

After placement of order, Supplier shall acknowledge order through V-Portal within 7 days of receipt of FOA / PO. Supplier shall assign a Project Manager for that order through online portal and provide requisite details. Project Manager details shall include e-mail address, mailing address, mobile/telephone nos., fax nos. and name of Project Manager. All the system generated emails pertaining to that order shall be sent to the assigned Project Manager.

4.2 Documents / Data to be submitted by the Supplier

4.2.1 The Supplier shall submit the documents and data against the PO / PR / MR as per the list given in respective PO / PR / MR.

4.2.2 Review of the supplier drawings / documents by EIL would be only to review the compatibility with basic designs and concepts and in no way absolve the supplier of his responsibility / contractual obligation to comply with PR requirements, applicable codes, specifications and statutory rules / regulations. Any error / deficiency noticed during any stage of manufacturing / execution / inspection/ installation shall be promptly corrected by the supplier without any time and cost implications, irrespective of comments on the same were received from EIL during the drawing review stage or not.

- 4.2.3 Unless otherwise specified, submission of documents for Review / Records shall commence as follows from the date of Fax of Intent / Letter of Intent / Fax of Acceptance (FOA) / Letter of Acceptance (LOA):

QMS	- 1 week
Document Control Index	- 2 weeks
Other Documents / Drawings	- As per approved Document Control Index

- 4.2.4 Documents as specified in PO / PR / MR are minimum requirements. Supplier shall submit any other document / data required for completion of the job as per EIL / Owner instructions.

4.3 Style and Formatting

- 4.3.1 All Documents shall be in ENGLISH language and in M.K.S System of units.

- 4.3.2 Before forwarding the drawings and documents, contractor shall ensure that the following information are properly mentioned in each drawing:

Purchase Requisition Number
Name of Equipment / Package
Equipment / Package Tag No.
Name of Project
Client
Drawing / Document Title
Drawing / Document No.
Drawing / Document Revision No. and Date

4.4 Review and Approval of Documents by Supplier

- 4.4.1 The Drawing / Documents shall be reviewed, checked, approved and duly signed / stamped by supplier before submission. Revision number shall be changed during submission of the revised supplier documents and all revisions shall be highlighted by clouds. Whenever the supplier require any sub-supplier drawings to be reviewed by EIL, the same shall be submitted by the supplier duly reviewed, approved and stamped by the supplier. Direct submission of sub-supplier's drawings without contractor's / suppliers' approval shall not be entertained.

4.5 Document Category

4.5.1 Review Category

Following review codes shall be used for review of supplier Drawings / Documents:

Review Code 1	-	No comments. Proceed with Manufacture / Fabrication as per the document.
Review Code 2	-	Proceed with Manufacture / Fabrication as per commented document. Revised document required.
Review Code 3	-	Document does not conform to basic requirements as marked. Resubmit for review.
R	-	Document is retained for Records. Proceed with Manufacturing / Fabrication as per PR / Tender requirements.
V	-	Void

4.6 Methodology for Submission of Documents to EIL/Owner

4.6.1 Document Control Index (DCI)

Supplier shall create and submit Document Control Index (DCI) for review based on PO / PR / MR along with schedule date of submission of each drawing / document on EIL Vendor Portal. The DCI shall be specific with regard to drawing / document no. and the exact title. Proper sequencing of the drawings / documents should be ensured in schedule date of submission.

4.6.2 Submission of Drawings / Documents / Data

Drawings / documents, data and DCI shall be uploaded on the EIL Vendor Portal as per approved DCI. The detailed guidelines for uploading documents on EIL Vendor Portal are available on following URL

<http://edocx.eil.co.in/vportal>

4.6.3 Statutory Approvals

Wherever approval by any statutory body is required to be taken by Supplier, the Supplier shall submit copy of approval by the authority to EIL.

4.6.4 Manufacturing Schedule

Supplier shall prepare manufacturing schedule for the order, with key milestone activities (such as document submission, sub ordering, manufacturing, Inspection, dispatches, etc) to meet delivery as per FOA / PO terms. Supplier shall submit manufacturing schedule to concerned Regional Procurement Office (RPO) of EIL / Owner for review within 2 weeks from date of FOA / PO.

4.6.5 Schedule and Progress Reporting

Supplier shall submit monthly progress (MPR) report and updated procurement, engineering, manufacturing status, Inspection and dispatch status (schedule vs. actual) and highlight constraints, if any, along with action plan for mitigation, to the concerned Regional Procurement Office (RPO) of EIL / Owner by 1st week of every month., First MPR shall be submitted within 2 weeks from FOA / LOA. In case of exigencies, EIL / Owner can ask for report submission as required on weekly / fortnightly / adhoc basis depending upon supply status and supplier shall furnish such reports promptly without any price implication. Format for progress report shall be submitted by the Supplier during kick off meeting or within 2 weeks of receiving FOA / LOA, whichever is earlier.

4.7 Inspection and Testing

4.7.1 Quality Assurance Plan / Inspection and Test Plan

If Inspection and test plans (ITP) are attached with MR / PR same shall be followed along with additional tests requirement (if any) mentioned in MR/ PR. However for cases wherein EIL Standard ITPs not available / have not been attached with MR / PR, Supplier shall submit within one week of receiving FOA / LOA, the Quality Assurance Plan for inspection & testing at various stages of production, quality control records for critical bought out items / materials and site assembly & testing as may be applicable to the specific order and obtain approval from concerned Regional procurement Office of EIL / third party inspection agency, as applicable.

For Package equipment contracts, the supplier shall prepare a list of items / equipment and their inspection categorization plan for all items included in the scope of supply immediately after receipt of order and obtains approval for the same from EIL. The items shall be categorized into different categories depending upon their criticality for the scope of inspection of TPIA and / or EIL.

4.7.2 Inspection Requisition:

Supplier shall perform internal inspection as per ITP/ approved QAP at their works based on approved documents / drawings. Upon satisfactory internal inspection, supplier shall raise inspection call to concerned Regional Procurement Office (RPO) of EIL / TPIA / Owner with advance notice as per contract along with Internal test reports.

All changes w.r.t. PR shall be recorded through agreed variations or Concessions & Deviations. Conflict, if any, between PR / Job specifications and approved drawings, shall be brought to the notice of EIL / owner by the supplier / contractor. Decision of EIL / owner will be binding on the supplier and to be complied without time and cost implications.

Identified bought out items/ raw material shall be procured under TPIA as per ITP.

4.7.3 Inspection Release Note (IRN)/ Inspection Certificate (IC)

IRN / IC shall be issued by EIL Inspector / third party inspection agency on successful inspection, review of test reports / certificates as per specifications & ITP / agreed quality plan (as applicable) and only after all the drawings / documents as per DCI are submitted and are accepted under review code-1 or code R. Supplier shall ensure that necessary documents / manufacturing and test certificates are made available to EIL / TPIA as and when desired.

Note 1: Non fulfilling above requirement shall result into appropriate penalty or with- holding of payment as per conditions of PO / PR / MR.

Note 2: For items where IRN/IC is issued by TPIA, supplier to ensure that following as a minimum must be mentioned by TPIA in IRN / IC

- a) PR document number
- b) List of drawings / documents with EIL approval code
- c) Tests witnessed, documents reviewed
- d) Compliance statement by TPIA that product meets the requirement as specified in EIL PR, standard specifications, Inspection Test Plan / QAP and approved documents.

4.8 Transportation Plan

Transportation Plan for Over Dimensional Consignments (ODC), if any, shall be submitted within 2 weeks of receiving FOA / LOA, for approval. Consignment with parameters greater than following shall be considered as over dimensional.

Dimensions: 4 meters width x 4 meters height x 20 meters length

Weight : 32 MT

Dimensions and weight provided above are inclusive of all nozzles, attachments, transportation saddles etc.

Physical Rout survey for ODC movement shall be submitted to EIL within 8 weeks of receiving FOA / LOA.

4.9 Dispatch Details

Upon receipt of IRN / IC from EIL inspector / TPIA, supplier shall dispatch items within 2 days. Supplier shall submit dispatch details to concerned RPO of EIL / Owner within a day of dispatch. Dispatch details shall include Lorry Receipt (LR) number / Dispatch Number, Transporter Name, Date of dispatch, Packing list, Invoice copy etc.

4.10 Final Documentation

4.10.1 Supplier shall prepare final documents in line with VDR (Vendor Document Requirements) attached with PR/Tender. A copy of final document along with filled in Format for Completeness of Final Documentation (Format No. 3-78-0004) to be submitted to EIL Inspector / TPIA for review & approval within 2 weeks from dispatch. Upon receipt of EIL/TPIA endorsement on Completeness of Final Documents, supplier shall submit soft / hard copies of Final documents to EIL / Owner in requisite quantity as per PO / PR details, along with covering letter. A copy of covering letter to be submitted to the concerned Regional Procurement Office (RPO) of EIL/Owner.

4.10.2 As Built Drawings

Minor Shop changes made by Supplier after approval of drawings under 'Code 1' by EIL and deviations granted through online system ,if any, shall be marked in hard copies of drawings which shall then be stamped 'As-built' by the supplier. These 'As-built' drawings shall be reviewed and stamped by EIL Inspector / TPIA. Supplier shall prepare scanned images files of all marked – up 'As – built' drawings. Simultaneously Supplier shall incorporate the shop changes in the native soft files of the drawings also.

4.10.3 Packing / Presentation of Final Documents

Final Documents shall be legible photocopies in A4, A3 size only. Drawings will be inserted in plastic pockets (both sides transparent, sheet thickness minimum 0.1 mm) with an extra strip of 12 mm wide for punching so that drawings are well placed.

Final Documentation shall be bound in Hard board Plastic folder(s) of size 265 mm x 315 mm (10¹/₂ inch x 12¹/₂ inch) and shall not be more than 75 mm thick. It may be of several volumes and each volume shall have a volume number, index of volumes and index of contents of that particular volume. Where number of volumes are more, 90mm thickness can be used. Each volume shall have top PVC sheet of minimum 0.15 mm thick duly fixed and pressed on folder cover and will have 2 lever clip. In case of imported items documents, 4 lever clip shall also be accepted. All four corners of folders shall be properly metal clamped. Indexing of contents with page numbering must be incorporated by supplier. Spiral/Spico bound documents shall not be acceptable. As mentioned above, books should be in hard board plastic folders with sheets punched and having 2/4 lever clips arrangement.

Each volume shall contain on cover a Title Block indicating package Equipment Tag No. & Name, PO / Purchase Requisition No., Name of Project and Name of Customer. Each volume will have hard front cover and a reinforced spine to fit thickness of book. These spines will also have the title printed on them. Title shall include also volume number (say 11 of 15) etc.

4.10.4 Submission of Soft Copies

Supplier shall submit to EIL, the scanned images files as well as the native files of drawings / documents, along with proper index.

In addition to hard copies, Supplier shall submit soft copies of all the final drawings and documents in pen drive or any other specified medium with proper identification tag, all text documents prepared on computer, scanned images of all important documents (not available

as soft files), all relevant catalogues, manuals available as soft files (editable copies of drawings/text documents, while for catalogues / manuals / proprietary information and data, PDF files can be furnished).

All the above documents shall also be uploaded on the EIL Vendor Portal and if applicable on Client Server also.

4.10.5 Completeness of Final Documentation

Supplier shall get the completeness of final documentation verified by EIL / TPIA, as applicable, and attach the Format for Completeness of Final Documentation (Format No. 3-78-0004) duly signed by EIL Inspector or TPIA as applicable to the final document folder.

COMPLETENESS OF FINAL DOCUMENTATION

Name of Supplier/Contractor :
 Customer :
 Project :
 EIL's Job No. :
 Purchase Order No./ :
 Contract No. :
 Purchase Requisition No./ :
 Tender No. : Rev. No. :
 Name of the Work/ Equipment :
 Tag. No. :
 Supplier's / Contractor's Works :
 Order No. :

Certified that the Engineering Documents / Manufacturing & Test Certificates submitted by the supplier (as per Index sheet mentioned in Annexure-1) are complete in accordance with the Vendor Data Requirements of Purchase Requisition / Tender.

Signature	:	.....	Signature	:	.....
Date	:	.....	Date	:	.....
Name	:	.....	Name	:	.....
Designation	:	.....	Designation	:	.....
Department	:	.....	Department	:	.....

Supplier / Contractor

EIL / TPIA

ADDITIONAL TECHNICAL REQUIREMENTS (VALVES-BALL)

A	21/10/2021	ISSUED FOR BIDS	SKS	AM	RKG
Rev. No	Date	Purpose	Prepared by	Checked by	Approved by

ADDITIONAL TECHNICAL REQUIREMENTS **(BALL VALVES- CAT-I)**

1. Vendor to note that no correspondence whatsoever shall be entered into or entertained after the bid submission.
2. Vendor shall furnish quotations only for those items, for which he is approved by EIL and which he can supply strictly as per MR specifications.
3. **No technical details of any nature shall be included in the offer. If the offer contains any technical deviation or clarification or stipulates any technical specifications (even if in line with the MR requirements), the offer shall be liable for rejection. Bidder to note that the MOU entered with EIL for any of the item in the requisition is NOT APPLICABLE.**
4. The submission of prices by the vendor shall be construed to mean that he has confirmed compliance with all technical specifications of the corresponding item(s).
5. Vendor shall ensure compliance to all the specifications/documents as per "List of Attachment" attached with the Material Requisition- B348-000-WB-MR-3017.
6. Refer clause 8.0 of technical notes for valves i.e. 6-44-0052;

In addition to marking required as per the clause, all valve markings shall also include year of make.

7. For valves in hydrocarbon service, all sizes of Ball valves shall comply with Fugitive emission requirement of ISO-15848-1(latest edition) with Tightness Class-C. Type test certificate shall be submitted after placement of order, but before start of manufacturing.
8. Valves specified as LO (Lock open) and LC (Lock closed) shall be supplied with suitable arrangement for locking in open as well as in closed position. Lock is included in vendor's scope.
9. In case of any conflict amongst documents attached with the MR, the most stringent shall govern and Owner's / EIL decision shall be final in this regard.

Client : BCPL			Dept./Sect. : 16-43	
Project : BUTENE-1,HPG-2,PSA				
Location : LEPETKATA,ASSAM			Tag No: 54301	Sheet No. 1 of 2
BALL VALVE SPECIFICATION			MANUF'S OFFER	
TAG NO. :54301			STANDARD:	
PIPING CLASS : A11A, A1A, A96A, A97A, A9A			MFGRS CAT/FIG:	
RATING : 150			(For category -II MRs only)	
STANDARD : BS EN ISO 17292			RATING: ENDS:	
SIZE RANGE : 0.5" TO 16.0"			ENDS: FLGD TO B-16.5 RF/125AARH	
DESCRIPTION	CONSTRUCTION	MATERIAL	CONSTRUCTION	MATERIAL
BODY	FORGD/CAST	ASTM A 105 / A 216GR.WCB		
STEM	ANTI BLOWOUT	13% CR.STEEL/SS316; (NO CASTING)		
BALL	SOLID	13% CR.STEEL/SS304/SS316		
BODY SEAT		RPTFE WITH SECONDARY METAL TO METAL		
GLAND	BOLTED/ RETAINED BY NUT & WASHER	ASTM A105/13% CR STEEL/SS 316/SS 304		
STEM SEAL	RENEWABLE WITH VALVE OPEN ON STREAM	GRAFOIL/PTFE V-RINGS+GRAFOIL		
BODY SEAL		GRAFOIL/PTFE		
BODY STUD		ASTM A193 GR.B7		
BODY NUT		ASTM A194 GR 2H		
OTHERS				
REQUIREMENT OF GEAR OPERATOR		REFER TECHNICAL NOTES FOR PURCHASE OF VALVES.		
REQUIREMENT OF RADIOGRAPHY		REFER TECHNICAL NOTES FOR PURCHASE OF VALVES.		
SPECIAL SERVICE CONDITIONS		MAX TEMP 204 DEG C.		
SPRING		INCONEL X-750		
HYDROSTATIC TEST PRESSURE	BODY : 450 PSIG	SEAT : 325 PSIG		
TEST PRESSURE WITH AIR	80 PSIG			

NOTES

- THIS VALVE SPEC SHEET SHALL BE READ IN CONJUNCTION WITH TECHNICAL NOTES FOR VALVES.
- ONLY IN THE CASE OF CATEGORY - II MRs,BIDDER SHALL CLEARLY WRITE ALL/ ANY DEVIATION AGAINST EACH PART/ MATERIAL OF VALVE IN THE SPACE PROVIDED FOR AND WHEREVER BIDDER AGREES WITH EIL'S SPEC BIDDER SHALL INDICATE "AGREED".
- NO CUTTING/ OVERWRITING BY BIDDER ON EIL'S SPEC IS ALLOWED.
- VALVES CAN ALSO BE SUPPLIED IN ACCORDANCE WITH API-6D. FOR API 6D VALVES,MIN BODY WALL THICKNESS SHALL BE PER ASME B16.34.
- ALL VALVES SHALL BE FIRE SAFE DESIGN.FIRE SAFE TEST SHALL BE AS PER API 607 VI EDITION /(API 607/ ISO 10497) /API RP 6FA.
- TESTING SHALL BE AS PER BS EN 12266-1/API 6D.

SIGNATURE
&
SEAL
OF MANUFACTURER

SHEET REV. NO.	0
DATE	21/10/2021

54301

Client : BCPL	Dept./Sect. : 16-43
Project : BUTENE-1,HPG-2,PSA	
Location : LEPETKATA,ASSAM	Sheet No. 2 of 2

NOTES

- 7 FOR TRUNNION MOUNTED BALL,BODY SEAT SHALL BE SPRING LOADED.
- 8 ALL VALVES SHALL BE BIDIRECTIONAL.
- 9 5 % VALVE CASTINGS SHALL UNDERGO RADIOGRAPHIC EXAMINATION.
- 10 BIDDER'S STAMPING ON THE VALVE SPECIFICATION SHEET SHALL BE CONSTRUED TO MEAN BIDDER'S ACCEPTANCE OF SUITABILITY OF VALVE AND VALVE SHEETS FOR SERVICE AND 'SPECIAL SERVICE CONDITIONS' MENTIONED IN THE VALVE SPECIFICATION SHEETS.
- 11 STEM SEAL/BODY SEAL MATERIALS SHALL BE PROVIDED WITH CORROSION INHIBITOR.
- 12 VALVE SHALL MEET THE FUGITIVE EMISSION REQUIREMENT AS PER API641/ ISO-15848-1.

SHEET REV. NO.	0
DATE	21/10/2021

विक्रेता कार्यशाला में सकारात्मक सामग्री पहचान के लिए मानक विनिर्देश

STANDARD SPECIFICATION FOR POSITIVE MATERIAL IDENTIFICATION (PMI) AT SUPPLIER'S WORKS

4	23.12.21	REVISED AND RE-ISSUED	HKM	CS	RK	S Maumdar
3	19.09.16.	REVISED AND RE-ISSUED	TKK	HP	RKS	RN
2	20.10.11	REVISED AND RE-ISSUED	RKS	SCG	AKC	DM
1	15.07.08	REVISED AND RE-ISSUED	NKR	SSL	SKP	VC
0	07.12.00	ISSUED AS STANDARD SPECIFICATION	AKC	AKB	AKB	MI
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
Approved by						

Abbreviations:

API	:	American Petroleum Institute
AS	:	Alloy Steel
HIC	:	Hydrogen Induced Cracking
LSTK	:	Lump Sum Turn Key
NACE	:	National Association of Corrosion Engineers
PMI	:	Positive Material Identification
RTJ	:	Ring Type Joint
Sch	:	Schedule
SS	:	Stainless Steel
TPI or TPIA	:	Third Party Inspection Agency

Inspection Standards Committee

Convenor: Mr. Rajeev Kumar

Members: Mr. Rajesh Sinha
Mr. Himangshu Pal
Mr. R. Muthuramalingam (RPO Representative)
Mr. Chandrashekhar
Mr. Avdhesh Agrawal
Mr. P V Satyanarayana (Engg. Representative)
Mr. Mahendra Mittal

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1.0 SCOPE

- 1.1** This specification applies to the requirements for Positive Material Identification (PMI) to be performed at the Supplier's works on Metallic Materials procured either directly by the Owner/EIL/ LSTK contractor or indirectly through the sub-Suppliers.
- 1.2** This specification covers the procedures and methodology to be adopted to assure that the chemical composition of the material is consistent with the material specifications as specified in purchase documents using 'Alloy Analyzer' at the time of final inspection before dispatch.
- 1.3** The scope of this specification shall include but shall not be limited to Positive Material Identification (PMI) to be performed on Materials listed below:
- 1.3.1** For alloy Steel materials as below:
- Alloy Steel Pipes including Clad Pipes
 - Alloy Steel Flanges & Forgings
 - Alloy Steel Fittings including Clad Fittings
 - Alloy Steel Fasteners
 - Alloy Cast & Forged steel valves
 - Alloy Steel Instrumentation Items (Control Valves, Safety Valves etc.)
 - Longitudinal Pipe & Fittings Welds.
 - Gaskets (for Ring Type Joints)
- 1.3.2** For Carbon Steel materials as below:
- All Carbon Steel Piping items under NACE or HIC or H₂ or Wet Hydrogen Sulfide (H₂S), Hydrofluoric acid (HF), Sulfuric acid (H₂ SO₄) services etc.
 - Carbon Steel flanges and valves (Rating 900# and above)
 - LTCS items

Following items shall be excluded from scope of PMI examination.

- Gaskets other than for Ring Type Joints
 - Internal Components of Valves
- 1.4** All grades of material supplies including Stainless Steels shall be liable for PMI test at site. In case of any defective materials being found at site, the Supplier shall be responsible to effect replacement of such defective materials at project site without any delays to the satisfaction of EIL site RCM (Resident Construction Manager).

2.0 REFERENCE DOCUMENTS

- 2.1** API Recommended Practice 578 (Third Edition, Feb 2018) - Material Verification Program for New and Existing Alloy Piping Systems.

3.0 DEFINITIONS

- 3.1 Supplier:** Any Supplier or Manufacturer on whom an order is placed for the supply of referred items. This definition shall also include any sub-Supplier or manufacturer on whom a sub-order is placed by the Supplier.
- 3.2 Inspection Lot:** A group of items offered for inspection covered under same size, Heat and Heat treatment lot.

- 3.3 Alloy Material:** Any metallic material (including welding filler materials) that contains alloying elements such as Chromium, Nickel, Molybdenum or Vanadium, which are intentionally added to enhance mechanical or physical properties and/or corrosion resistance.

4.0 PMI EXAMINATION

- 4.1** The Supplier shall submit a procedure of PMI to comply with the requirements of this Specification. Approval of PMI Procedure shall be obtained from Owner / EIL / TPIA prior to commencing manufacture / inspection of product.
- 4.2** PMI examination of materials is independent of any certification, markings or colour coding that may exist and is aimed at verifying that the alloy used are as per specified grades.
- 4.3** The Supplier shall identify all incoming alloy materials and maintain full traceability of all alloy materials, including all off-cuts. Transfer of identification marks shall be undertaken prior to cutting to ensure maintenance of identification on off-cuts.
- 4.4** The Supplier shall ensure that all alloy materials are segregated and stored in separately identified locations to prevent the mix up of materials of different alloy specifications or alloy material with carbon steel. Non ferro-magnetic materials shall be segregated at all times from ferro-magnetic materials.
- 4.5** PMI examination is subject to surveillance inspection by Owner / EIL / TPIA.

5.0 ACCEPTABLE METHODS FOR PMI

- 5.1** The method used for PMI examination shall provide a quantitative determination of the alloying elements like Chromium, Nickel, Molybdenum or Vanadium in Alloy Steel items.
- 5.2** Instruments or methods used for PMI examination shall be able to provide quantitative, recordable, elemental composition results for positive identification of alloying elements present.
- 5.3** The acceptable instruments for alloy analyzer shall be either "Portable X-Ray fluorescence" or "Optical Emission" type each capable of verifying the percentage of alloy elements within specified range.
- 5.4** Chemical spot testing, magnets, alloy sorters and other methods using eddy current or triboelectric testing methods are not acceptable for PMI examination.
- 5.5** The PMI instrument used shall have the sensitivity to detect the alloying elements in the specified range.
- 5.6** All PMI instruments shall have been serviced within a 6 month period of the time of use to verify the suitability of batteries, sources etc., and the data of the last service shall be stated on the PMI Report Form (Sample enclosed).
- 5.7** Each analyzer must be calibrated according to the manufacturer's specification at the beginning and end of each shift. Instrument must be checked against known standard for each alloy type to be inspected during the shift.
- 5.8** Certified samples, with full traceability, of a known alloy materials shall be available for use as a random spot check on the instrument calibration.

- 5.9 The surfaces to be examined shall be prepared by light grinding or abrasive paper and solvent cleaner. Evidence of Arc burn resulting from examination shall be removed by light grinding or abrasive paper. No permanent marks, which are injurious to the usage of product in service, are acceptable.
- 5.10 Alloy Steel ring type joint Gaskets shall be inspected by using portable X-Ray fluorescence instrument.
- 5.11 Testing shall be done as per the procedures outlined by the manufactures of alloy analyzer being used. Modification of these procedures if any must be approved by Owner/EIL.
- 5.12 The persons performing PMI shall demonstrate their capabilities to the satisfaction of Owner/EIL/TPIA visiting engineer. If the Supplier has qualified operator on their rolls, he may perform the examination. Otherwise PMI examination shall be sub-contracted to an independent testing agency approved by EIL.
- 5.13 Whenever material is identified as not meeting requirements by the visiting engineer a rejection note shall be issued.

6.0 EXTENT OF PMI EXAMINATION

Following sampling plans shall be applicable for PMI examination of various items.

- | | | | |
|----|--|---|--|
| A. | Flanges, Fittings
Valves, RTJ Gaskets | - | 100% by Supplier and 10% @ random witness by
EIL/TPIA |
| B. | Pipes | - | 100% (for pipes procured from traders)
2 random samples drawn from each
Size/Heat/Lot (for pipes procured directly from mills) |
| C. | Fasteners | - | |

Lot Size	Sample Size for EIL/TPIA	Sample size for Supplier
Upto 100	2% (Min 2)	Min 10%
101 to 500	1% (Min 3)	Min 10%
501 and above	0.5% (Min 5)	Min 10%

Note:

- a. For Welded Pipes and Fittings and flanges like Fig 8, Spacer and blinds etc. PMI shall be performed on Base Metal as well as weldments.

7.0 ACCEPTANCE CRITERIA

7.1 Base Metal

PMI test results showing presence of characteristic elements upto 10% less than the minimum specified value in the material specification and upto 10% more than the maximum specified value in the material specification shall be acceptable.

7.2 Deposited Weld Metal

For deposited weld metal using welding consumables matching with base metals, the recorded presence of characteristic elements upto 12.5% less than the minimum specified value in the

welding consumable specification and upto 12.5% more than the maximum specified value in the welding consumable specification shall be acceptable.

8.0 REJECTION CRITERIA

- 8.1** If PMI test results fall outside the acceptable range as specified in 7.0 above, the supplier shall obtain a quantitative check analysis performed by a laboratory acceptable to Owner / EIL / TPIA for a complete chemical analysis. Alternatively, the item can be tested with a spark analyser for verification. Results of this analysis shall be submitted to Owner / EIL / TPIA for final decision.

Decision of Owner / EIL / TPIA shall be final in this regard.

- 8.2** If any sample drawn to PMI test on the basis of percentage selection as per 6.0 above, fails to meet specification requirements, 100% of items of lot shall be tested for PMI by supplier. Any failure thereafter during sample check shall mean rejection of whole lot.

9.0 RECORDING AND DOCUMENTATION

The results of PMI examination shall be recorded in a Report Format as enclosed with this specification.

10.0 MARKING

- 10.1** All alloy materials tested by PMI shall be identified using either of the following methods by indicating "PMI OK"

- a) Bar Code/Hologram Sticker
- b) A low stress stamp marking

POSITIVE MATERIAL IDENTIFICATION REPORT BULK MATERIALS								Page of
Project:		Client						Job No.
PMI Report No.		Supplier/Sub-Supplier						
Purchase Order No.		Testing Agency						
Purchase Requisition No:		PMI Location						
Bulk Item Type (as per Requisition)								
Material Specification/Grade								
Number of items in Lot								
Requisition Item No./ Description		Major content, Weight Percent						Remarks Accept/Reject
Element	Cr	Ni	Mo	V	Ti *	Cb/ Nb **	Mn ***	
Specified Range								
Actual observations								
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
Instrument Type / ID								
Last Service Date		Inspection Agency						Witnessed By

* To be reported in case of SS321 Material
 ** To be reported in case of SS347 Material
 *** To be reported in case of LTCS Material

Inspection Methodology for Crash Procurement of Piping Bulk Items HPG-2, Butene -1 & PSA Unit, BCPL-Lepetkata

Inspection requirement:

Items shall be despatched based on unconditional IRN issued by the nominated TPIA in compliance of:

1. Physical verification of identity like item sl. No., Item code, Heat No. etc. and correlation with Manufacturer's test certificate and Satisfactory review of Manufacturer's test certificates with respect to PR /Specification.
2. Satisfactory Positive Material Identification (PMI) as per Specification no. 6-81-0001 Rev-4
3. Final visual and Dimensional Inspection at random (minimum 10 % of each item by TPIA and 100% by supplier).
4. For Valves, hydrotest /pneumatic test, helium leak test for hydrogen valves, vacuum test, cryogenic test etc. wherever specified shall also be witnessed by TPIA.
5. Spares shall be accepted based on satisfactory review of Manufacturer's test certificate and IRN issued by the nominated TPIA

1	28.01.22	ISSUED FOR IMPLEMENTATION	SK	HV	HV
0	07.01.22	ISSUED FOR MR	SK	HV	HV

Rev. No	Date	Purpose	Prepared by	Reviewed by	Approved by
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