



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

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

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

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

## **GeM BID/TENDER DOCUMENT**

**FOR**

**PROCUREMENT OF NEW CONTROL VALVE/ ON-OFF VALVE TO MEET HAZOP REQUIREMENT AT ECU, BCPL, LEPETKATA.**

# विषय – सूची

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## SECTION-I

### "INVITATION FOR BID (IFB)"

Ref No: BCPL/C&P/LE21C094BB/04687

**DATED: 05.02.2022**

To,

### **PROSPECTIVE BIDDERS**

**SUB: TENDER DOCUMENT FOR "PROCUREMENT OF NEW CONTROL VALVE/ ON-OFF VALVE TO MEET HAZOP REQUIREMENT AT ECU, BCPL, LEPETKATA"**

Dear Sir/Madam,

1.0 **BRAHMAPUTRA 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              | Procurement of new Control Valve/ On-Off Valve to meet HAZOP requirement at ECU, BCPL, Lepetkata                                                                                                                                                                                                                                                                                                                    |                      |
| (B)  | TENDER NO.                                 | This Document shall form integral part of Government e-Marketplace (GeM)<br><b>BID NO : GEM/2022/B/1925638</b>                                                                                                                                                                                                                                                                                                      |                      |
| (C)  | TYPE OF BIDDING SYSTEM                     | GeM Portal under custom bid creation method                                                                                                                                                                                                                                                                                                                                                                         |                      |
| (D)  | DELIVERY SCHEDULE                          | 24 weeks from date of PO                                                                                                                                                                                                                                                                                                                                                                                            |                      |
| (E)  | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="text"/> |
|      |                                            | NOT APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="text"/> |
| (E1) | DECLARATION FOR BID SECURITY               | Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A                                                                                                                                                                                                                                                                                                                       |                      |
| (F)  | DATE, TIME & VENUE OF PRE-BID MEETING      | <b>15.02.2022 at 3-00 PM through video Conference on prior intimation of participation by interested bidders to the undersigned.</b><br>Name : Bhaskar Jyoti Barman<br>E-mail: bhaskar.barman@bcplindia.co.in<br>Contact No.: +91-9954195756<br>Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636. |                      |

|     |                                           |                                                                                                                                                                                |
|-----|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (G) | CONTACT DETAILS OF TENDER DEALING OFFICER | Name : Bhaskar Jyoti Barman, Mgr. (C&P)<br>E-mail: bhaskar.barman@bcplindia.co.in<br>Contact No.: +91-9954195756                                                               |
| (H) | BCPL'S OFFICE ADDRESS                     | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, |

In case the days specified above happens to be a holiday in BCPL, the next working day shall be implied w.r.t. bid opening (mentioned in GeM bid) and pre bid meeting, etc.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Bid must be submitted only on GeM Portal (<https://gem.gov.in/>). 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 GeM Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-
  - i) ~~EMD/Bid Security~~ Declaration for Bid Security
  - ii) Power of Attorney
  - iii) ~~Integrity Pact~~
- 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 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from GeM Portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from GeM Portal shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).  
  
The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM Portal only. Bidders are requested to visit the GeM Portal regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 This document shall be read in conjunction with GeM bid document no.: GEM/2022/B/1925638
- 11.0 Bidders to note that consignee will be Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh.

This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer Limited  
(Authorized Signatory)

(Bhaskar Jyoti Barman)

Manager (C&P)

E-mail: bhaskar.barman@bcplindia.co.in

Contact No.: +91-9954195756

**CUT-OUT SLIP**

**DO NOT OPEN - THIS IS A QUOTATION**

*GeM bid no.* : BID NO : GEM/2022/B/1925638  
*Description* : PROCUREMENT OF NEW CONTROL VALVE/ ON-OFF VALVE TO MEET HAZOP REQUIREMENT AT ECU, BCPL, LEPETKATA

***From:***

***To:***

|                |                                                                                                                                                                                                                                                                                                                         |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| .....<br>..... | Name : Bhaskar Jyoti Barman<br>Manager (C&P)<br>E-mail: bhaskar.barman@bcplindia.co.in<br>Contact No.: +91-9954195756<br><br><b>Brahmaputra Cracker and Polymer Limited,<br/>C&amp;P Department, Administrative Building,<br/>PO: Lepetkata, Distt.: DIBRUGARH, Assam,<br/>Pin Code:786006, Phone no. 0373 2914636.</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

***(To be pasted on the envelope containing Physical documents)***

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# **SECTION-II**

## **BID EVALUATION**

### **CRITERIA & EVALUATION**

#### **METHODOLOGY**

**BID EVALUATION CRITERIA & EVALUATION METHODOLOGY****1.1 BEC- Technical: (as a single bidder)**

- 1.1.1 The Bidder must be a 'Manufacturer of **Globe type Control Valve or Ball Valve** or 'Authorized Distributor/Dealer of Manufacturer of **Globe type Control Valve or Ball Valve**'.
- 1.1.2 Bidder must have '**Supplied**' **Globe type Control Valve OR Ball Valve** in line with tender requirement having value not less than **Rs. 2.96 Lacs** against one single contract / order in previous SEVEN years prior to final due date of bid submission.

**Note to above BEC clause no. 1.1.2**

a) **Definition of 'Supplied'** means: Fully executed and completed as per contract / order.

**1.1.3 Relaxed Norms for Startups in prior experience criteria:**

Prior experience for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder shall not be required as mentioned at Sl. No. **1.1.2**, subject to their meeting the quality and technical specifications specified in tender document.

**For availing the relaxation**, bidder is required to **submit/upload requisite certificate towards Startup enterprise registration** issued by Department for Promotion of Industry and Internal Trade (DPIIT) [formerly known as Department of Industrial Policy and Promotion(DIPP)], Ministry of Commerce & Industry and the aforesaid **certificate should be 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**.

The relaxation of prior experience to Startup [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the **specific goods/job domains** wherein they are registered for and **startups are required to submit/upload the documents for the same(as mentioned in the above 'para') including the application submitted to DPIIT(formerly known as DIPP)**. New startup "Certificate of Recognition" is stipulating the domain of startup, the domain of startup would be considered based on "Certificate of Recognition" issued by DPIIT (formerly known as DIPP). Startups having the "Certificate of Recognition" as per old format, are required to submit documents as mentioned herein above.

Further, **above document should also be 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**.

However, BEC clause no. 1.1.1 towards Manufacturer of '**Globe type Control Valve or Ball Valve** shall be applicable to a Start-up bidder also.

**1.2 BEC- Financial: (as a single bidder):**  
**NOT APPLICABLE IN THIS TENDER.**

**1.3 Documents/Documentary Evidence required to be uploaded (submitted) in GeM portal by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:**

| Sr. No. | BEC Clause no. | Description                                                                                                                              | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/attested]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|----------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <b>1.1</b>     | <b>Technical Experience Criteria – Document</b><br>All documents to be submitted must be <b><u>self-attested</u></b> with legible stamp. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.      | 1.1.1          | Experience against Status of Bidder                                                                                                      | <p>In case the bidder is a Manufacturer, must upload / submit a copy of valid documentary evidence (on the final bid due date of submission) for being a manufacturer [i.e, valid Industrial License /Annual Report/ISO Certificate / Certificate issued by Statutory Authority/MSME Certificate or equivalent certificate].</p> <p>In case the bidder is an authorized distributor / dealer of manufacturer, must upload/ submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e, valid distributorship/dealership certificate issued by the manufacturer with proof of manufacturership of their manufacturer as mentioned in para 1 above].</p> |
| 2.      | 1.1.2          | Experience against Supply of order /contract                                                                                             | <p>Bidder must submit/upload legible copy(ies) of the followings along with the relevant Technical bid(Un-priced bid) in support of the same towards proof of meeting this BEC:</p> <ol style="list-style-type: none"> <li>1) One Single Order/Contract along with copy of detailed SOR (Schedule of Rates).</li> <li>2) Proof of its supply/execution of above [(i.e. <b>execution/completion certificate</b> issued from purchaser/end user/authorized consultant of owner)/<b>Invoice</b> with proof of payment <b>or</b> <b>Inspection Note or Good Receipt Report or Challan/Consignment Note/Lorry Receipt</b></li> </ol>                                                        |

| Sr. No. | BEC Clause no. | Description                                             | <b>Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------|----------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                |                                                         | duly endorsed by the authorized recipient of the buyer / <b>Consignee Receipt &amp; Acceptance Certificate (CRAC) of GeM</b> etc.] clearly having the reference no. of Order/Contract, Item Description, Quantity executed and actual date of execution etc.].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3       | 1.1.3          | Experience against Startup Company                      | <p>a) Bidder(having New/Old startup “Certificate of Recognition” as mentioned at <b>1.1.3</b>) to upload/submit the valid ‘<b>Certificate of Recognition/Registration</b>’ issued by <b>Department for Promotion of Industry and Internal Trade (DPIIT)</b> [formerly known as Department of Industrial Policy and Promotion (DIPP)], Ministry of Commerce &amp; Industry, Govt. of India duly <b>certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder’s company/firm) and <b>notarised by notary public with legible stamp.</b></p> <p>b) Bidder (having Old startup “Certificate of Recognition” as mentioned at <b>1.1.3</b>) also to upload/submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DPIIT (formerly known as DIPP) duly <b>certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder’s company/firm) and <b>notarised by notary public with legible stamp..</b></p> |
|         | 1.2            | <b>Financial Experience Criteria-</b><br>NOT APPLICABLE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

Note to above **Bidder’s Eligibility Criteria (point no. 1.1):**

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.**
- (iii) 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:
- (iv) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid submitted by the bidder shall be considered in reply to queries during evaluation of Bids.

#### **1.4 Methodology for evaluation of Bid(s) and award:**

**1.4.1 EVALUATION:** Evaluation methodology shall be on item wise L-1 basis.

Price Evaluation shall be done by GeM portal itself & L1 shall be displayed after opening of price bid.

#### **1.4.2 PPP Policy 2012:**

Applicable as per PPP 2012 mentioned in GeM bidding document.

#### **1.4.3 CPBG: The following CPBG clause shall be incorporated in tender document.**

The contract performance security as per ITB shall be 3% of Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid 3 months beyond the contract period.

**1.5 ELIGIBILITY CRITERIA OF A BIDDER IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) AS UNDER (FOR DETAILS - RELEVANT CLAUSE OF ITB TO BE REFERRED):**

Eligibility criteria in case bid (not under consortium arrangement) is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa shall be as per above referred ITB clause.

The Financial BEC of tenders is to be met by the bidder on their own.

**1.6 CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB)**

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, relevant clause of ITB to be referred.

**1.6 CLAUSE REGARDING PROVISION FOR PP-LC (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):**

Any bidder who opt to avail the provision for PP-LC. For details, relevant clause of ITB to be referred.

While evaluating the bid, bidder option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order and as per the distribution methodology:-

(a) Public Procurement Policy for MSE 2012

(b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC).

Any other situation if arise will be dealt in equitable, fair & transparent manner after giving preference to MSE and Class I local supplier and BCPL's decision in this regard will be final and binding on bidders.

# **SECTION-III**

## **INSTRUCTIONS TO** **BIDDERS**

**(TO BE READ IN CONJUNCTION WITH**  
**BIDDING DATA SHEET (BDS)**

**INSTRUCTION TO BIDDERS****INDEX****[A] GENERAL:**

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

**[B] TENDER DOCUMENT:**

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

**[C] PREPARATION OF BID:**

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE (EMD) / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

**[D] SUBMISSION OF BIDS:**

21. SUBMISSION, SEALING AND MARKING OF BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

**[E] BID OPENING AND EVALUATION:**

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
33. QUANTITY VARIATION
34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

35. AWARD

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. PROVISION FOR STARTUPS
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
51. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

**[G] ANNEXURES:**

**Related to BEC:**

1. **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
2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:** POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

**Related to ITB:**

1. **ANNEXURE-I:** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. **ANNEXURE-II:** PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
3. **ANNEXURE-III:** DELETED
4. **ANNEXURE-IV:** BIDDING DATA SHEET (BDS)

## **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 The successful Bidder (the “**Supplier**”) shall complete delivery of goods along with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

#### **2 ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not 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 due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, 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.
- If the Tender Document is/was issued inadvertently / downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.
- In case there is any change in status of the declaration prior to award of Contract, the same has to be promptly informed to BCPL by the Bidder.
- It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above 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 clause 39 of ITB.
- 2.3 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or
  - (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.
- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder’s claim of meeting qualification criteria.
- 2.6 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.

- 2.7 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.

**3 BID FROM "CONSORTIUM" – NOT APPLICABLE**

**4 ONE BID PER BIDDER**

- 4.1 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.
- 4.2 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.
- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 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.

**5 COST OF BIDDING**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

**6 SITE VISIT**

- 6.1 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 shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

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**[B] – TENDER DOCUMENT**

## 7 CONTENTS OF TENDER DOCUMENT

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below shall be '**Bid specific Additional Terms and Conditions (ATC)**' of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- GeM Bid
- Section-I : Invitation for Bid [IFB]\*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures & Forms & Format \*\*
- Section-IV : General Conditions of Contract [GCC]-Goods\*\*\*
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications , Drawing (wherever applicable) and scope for incidental services (wherever applicable)

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

\*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-IV to Section-IV i.e. BDS (Bidding Data Sheet)

\*\*\* General Conditions of Contract - Goods is available on BCPL's Tender website <https://www.bcplonline.co.in/Tender/Index>  
[https://www.bcplonline.co.in/UploadFiles/GCC\\_Goods.pdf](https://www.bcplonline.co.in/UploadFiles/GCC_Goods.pdf) ).

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The RFQ & IFB together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

## 8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify BCPL in writing or by email in the format "F-11" at BCPL's mailing address indicated in the IFB/BDS or on GeM portal **no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not scheduled**. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded GeM portal.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

## 9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be uploaded on GeM Portal. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

## **[C] – PREPARATION OF BID**

### **10 LANGUAGE OF BID:**

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 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.

### **11. DOCUMENTS COMPRISING THE BID**

11.1 All pages of the Bid must be signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on GeM-portal (<https://gem.gov.in>) as follows:-:

#### **11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"**

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (d) 'Agreed Terms and Conditions', as per 'Form F-5'
- (e) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (f) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.
- (g) Any other information/details required as per Tender Document
- (f) ~~Copy of EMD/~~ Declaration for Bid Security, as per Clause 16 of ITB
- (g) ~~Copy of Integrity Pact as per Form F-13~~
- (h) Undertaking as per *Form-1 to Annexure-V to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (i) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V to Section-III*. In case a bidder is quoting on behalf of a manufacturer, in addition to *Form-2 and Form-3 to Annexure-V to Section-III*, the bidder is required to submit *Form-4 and Form-5 to Annexure-V to Section-III* to be signed by the manufacturer and the statutory auditor /cost auditor/ practicing cost accountant/practicing chartered accountant of that manufacturer respectively.
- (j) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (k) All other forms and Formats including Annexures.
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (m) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

#### **11.1.2 PART-II: Price Bid**

- i) The Prices are to be submitted strictly as per the Price bid / Schedule of Rate (SOR) on

GeM portal. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.

- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the SOR and indicate the discounted unit rate(s) only.
- iii) 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 bids.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

## **12 BID PRICES**

- 12.1 If required, the break-up of various components as included in the quoted price shall be obtained from successful bidders before placement of order/contract on them.

The material is required to be delivered through a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, BCPL reserves the right to transport the material with it's own transporter.

- 12.2 As stated elsewhere in tender, bidder is required to quote all components. In case, it is found that some of components are not considered, 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 and no representation from the bidder shall be entertained in this regard.
- 12.4 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.
- 12.5 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, including GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, whatsoever; unless any price escalation/variation is allowed elsewhere in the Tender Document.

## **13 GST (CGST & SGST/ UTGST or IGST)**

- 13.1 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.

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 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.
- 13.3 **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.
- 13.4 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.5 **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.  
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.
- 13.6 The supplier shall mention the particulars of Brahmaputra Cracker and Polymer Limited, (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.
- 13.7 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, they should include the **GST (CGST & SGST/UTGST or IGST)** in their prices while quoting. However, the GST shall be paid by BCPL under reverse charge mechanism. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.8 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.

### 13.9 **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.

13.10 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.

13.11 GST, as included by the bidder, 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.

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

10.12 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](http://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).

### 10.13 **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-15 along with documents for release of payment.

### 14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

### 15 **BID VALIDITY:**

15.1 Bid shall be kept valid for period specified in GeM bid from the final ‘Bid Due Date’. A Bid valid for a shorter period may be rejected by BCPL as ‘non-responsive’.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security. 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-16” in all respects.

## 16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 ~~Bid must be accompanied with earnest money deposit (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.~~
- 16.2 ~~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.~~
- 16.3 ~~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.~~
- 16.4 ~~Any Bid not secured in accordance with “ITB: Clause 16.1, 16.2 & Clause 16.3” may be rejected by BCPL as non-responsive.~~
- 16.5 ~~Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.~~
- 16.6 ~~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. 38 of ITB.~~
- 16.7 ~~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”~~
    - ~~(iii) — accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.~~
- 16.8 ~~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.~~

- ~~16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP 2012 and Clause 40 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.~~
- ~~16.10 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.~~
- ~~16.11 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.~~

#### **16A DECLARATION FOR BID SECURITY**

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-2A.

#### **17 PRE-BID MEETING**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder must submit their queries / clarifications to BCPL in the format "F-11", as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on GeM Portal and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

#### **18 FORMAT AND SIGNING OF BID**

- 18.1 The Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

#### **19 ZERO DEVIATION AND REJECTION CRITERIA**

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. 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.

19.2 **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
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) ~~Integrity Pact~~
- (m) 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.

## 20 **E-PAYMENT**

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

### **[D] – SUBMISSION OF BIDS**

## 21 **SUBMISSION, SEALING AND MARKING OF BID**

- 21.1 Bid shall be submitted through GeM Portal only in the manner specified in Tender Document. No Manual/ Hard Copy (Original) / E-mail Bid shall be acceptable.
- 21.2 ~~EMD~~/Physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

## 22 **DEADLINE FOR SUBMISSION OF BID**

- 22.1 The Bid must be uploaded on GeM Portal only not later than the Bid Due Date & Time specified in IFB of the Tender Documents.
- 22.2 BCPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 8.0 and/or 9.0 of ITB. In that case all rights and obligations of BCPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on the GeM Portal.

## 23 **LATE BID**

- 23.1 GeM portal shall close immediately after the due date and time for submission of bid and no bids can be submitted thereafter.

In case the ~~EMD~~/physical documents have been received but the Bid is not submitted by the bidder in the GeM Portal, such ~~EMD~~/physical documents shall be returned immediately.

- 23.2 ~~EMD~~ -physical documents 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.

## **24 MODIFICATION AND WITHDRAWAL OF BID**

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time.
- 24.2 No bid shall be modified/ withdrawn after the Bid Due Date & Time.
- 24.3 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 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

### **[E] BID OPENING AND EVALUATION:**

## **25 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.

## **26 BID OPENING**

### **26.1 Unpriced Bid Opening:**

BCPL will open bids, at date, time and location stipulated in the BDS.

### **26.2 Priced Bid Opening:**

- 26.2.1 BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive.
- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

## **27 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

## **28 CONTACTING THE PURCHASER**

- 28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per the BCPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

## **29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
  - (b) has been properly signed;
  - (c) is accompanied by the required ~~EMD / Bid Security~~ Bid Security Declaration
  - (d) is substantially responsive to the requirements of the Tender Document; and

- (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to “ITB: Clause-29.2”
- 29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) “Deviation” is departure from the requirement specified in the Tender Documents.
  - b) “Reservation” is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
  - c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
    - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
    - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser’s rights or the Bidder’s obligation under the proposed Contract.
  - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

**30 CORRECTION OF ERRORS ; DELETED**

**31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

**32 EVALUATION AND COMPARISON OF BIDS**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LOA will be placed based on the Reverse Auction as per GeM.

**33 QUANTITY VARIATION**

- 33.1 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, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.
- 33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

**34 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.

**Bidders are advised to update their status on GeM Portal to avoid any complexity in evaluation.**

**[F] – AWARD OF CONTRACT**

**35 AWARD**

Subject to “ITB: Clause-29.0”, 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 SAP order/contract directly on the address from where Goods are produced/dispatched OR Services are rendered. 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.

### **36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]**

- 36.1 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. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder’s / Supplier’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause-38”, BCPL will promptly discharge his EMD, pursuant to “ITB: Clause-16”.
- 36.4 The order value is subject to Price Reduction Schedule (PRS) clause.
- 36.5 **In addition to GeM Contract(s), BCPL will place SAP generated Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. SAP Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from BCPL.**

### **37.0 DISPATCH SCHEDULE**

- 37.1 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
- 37.2 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.
- 37.3 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.
- 37.4 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.

**38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]**

- 38.1 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. However, there shall be no Contract Performance security / PBG requirement for contracts:
- a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;
  - b) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and
  - c) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts).
- 38.2 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.
- The Supplier shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4
- 38.3 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.
- 38.4 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 17<sup>th</sup> 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.
- 38.5 The successful bidder can also submit the SD/CP G 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.
- 38.6 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 issued by BCPL.

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

- 38.7 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.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is available on BCPL's website (<https://www.bcplonline.co.in/Tender/Index>).

**39.4 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 Brahma Putra Cracker and Polymer Limited, 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.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)**

- 40.1 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.

- 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 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 enterprises 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 above 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.

- 40.2 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.

40.3 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.  
(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 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

**Further, MSEs are advised to update their status on the GeM Portal also to avoid any complexity in evaluation.**

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.

40.4 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.40.3 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.

40.5 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.

40.6 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.

- 40.7 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. TREDIS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TREDIS facility, if they want to.

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

#### **41 PACKING INSTRUCTIONS**

- 41.1 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.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 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.
- 41.4 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.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 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.
- 41.7 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.....

- 41.8 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:-
- a) Vehicle/Equipment etc. should be brought to site in good conditions.
  - b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
  - c) Valid operating/driving license of driver/operator
  - d) Any other requirement mentioned elsewhere in Tender Document

#### **42 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 II to ITB herewith.

**43 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. 2 Lacs 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.

**44 DISPUTE RESOLUTION MECHANISM**

**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 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.

### **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.

#### **45      DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS**

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) 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, such dispute or difference shall be taken up by either party for resolution only 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 mentioned at clause no.44 & 45 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.

#### **46      REPEAT ORDER**

PURCHASER reserves the right, within 6 months of order to place repeat order upto 25% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

#### **47      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

**48 PROVISIONS FOR STARTUPS (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)**

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.

**49 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.

**50 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.

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

- 51.1 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.
- 51.2 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.
- 51.3 **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%

**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:

- 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.

(v) 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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**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 Brahmaputra 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)

**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 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.

जीईएम बोली/निविदा/ GeM BID/TENDER FOR " PROCUREMENT OF NEW CONTROL VALVE/ ON-OFF VALVE TO MEET HAZOP REQUIREMENT AT ECU, BCPL, LEPETKATA "

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 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.

**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.

**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 Brahmaputra 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 Brahmaputra 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  
\_\_\_\_\_ (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 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,

\_\_\_\_\_  
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.

**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;
    - 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.

**UNDERTAKING ON LETTERHEAD**

To,  
**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

\_\_\_\_\_

**SUB: "PROCUREMENT OF \_\_\_\_\_ FOR BCPL."**

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:

.....

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

To,  
**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

\_\_\_\_\_

**SUB: “PROCUREMENT OF \_\_\_\_\_ FOR BCPL.”**

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:

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

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

**2.0 DEFINITIONS**

2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

2.2 **Domestic products** shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.

2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

**'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

**'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

**'Non-local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC) in Goods** shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC) in EPC contracts** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of Manpower, machine/ working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent. physically or through electronic mode: and (b) conducts any business activity in India in any other manner.
- 3.0 SCOPE**
- 3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) under the respective policies.
- 3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) Public Procurement Policy for MSE 2012
- (b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

3.3 Further, this policy is not applicable for HP-HT operations for time being. The Charter Hiring of Offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.4 The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.

4.1 **MARGIN OF PURCHASE PREFERENCE:** The margin of purchase preference shall be 20%.

## **5.0 ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

5.1 In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>

5.2 For all other Domestic Competitive tenders, 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the 'Class-I local supplier'.

5.3 Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

5.4 'Class-II local supplier' and 'Non-local supplier' will not get purchase preference in any tender.

- 5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

## **6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)**

6.1 In procurement of all items not covered by para 5.1, the following provisions is to be considered for LC linked Purchase Preference:

6.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) 'Class I Local supplier' shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

### **6.1.3 Goods:**

**(a) If the tenders can be split (as specified in BDS)** then the order for 50% \*\* of the procured quantity would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a 'Class I Local supplier', the entire procurement value shall be awarded to such bidder.

***\*\* If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.***

**(b) If the tender cannot be split (as specified in BDS)** then the order shall be awarded to the eligible 'Class I Local supplier' for the entire quantity.

### **6.1.4 Services/EPC Contracts :**

**(a) In case tender for services/ EPC cannot be split (as specified in BDS)**, The entire contract would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available.

- (b) **In case tender for services/EPC can be split (as specified in BDS)**, then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.1.5 For para 6.1.3 and 6.1.4 above, only those 'Class I Local supplier' whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.1.6 The procedure for award of contract/ order under the policy is at Enclosure-I.

**7.0 Determination of LC:** The following process shall be adopted by the bidder to determine the content of LC:

### **6.1 LC of Goods**

7.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
- b) in the case of manpower, based on INR component.

7.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **7.2 LC of service**

7.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used:
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3 The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin: and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

### **7.3 LC of the EPC Contracts:**

- 7.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 7.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 7.3.3 The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

#### **7.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

#### **8.0 CERTIFICATION AND VERIFICATION**

- 8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

##### **8.1.1 At bidding stage:**

- a) Price Break-up:
  - The bidder shall provide the percentage of local content in the bid.
- b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- (c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

- (d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost

accountant/practicing chartered accountant of the manufacturer as mentioned at (c) herein above.

8.1.1 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.

8.5 BCPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## 9.0 Sanctions

9.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which

BCPL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.

- 9.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.

**A. PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION AS PER SECTION-II AND APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

- 1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
  - If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

**B. Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):**

**(I) Non divisible item**

L1 bidder is non MSE, non Local supplier/Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

**(II) Divisible item-Case 1**

L1 bidder is non MSE, non Local supplier/ Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

**(III) Divisible item-Case 2**

L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.

(V) In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)**

To,

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

SUB:

TENDER NO:

Dear Sir

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

| Description                                                       | Preference               |
|-------------------------------------------------------------------|--------------------------|
| Purchase Preference under Public Procurement Policy for MSE       | <input type="checkbox"/> |
| Policy to Provide Purchase Preference (linked with local content) | <input type="checkbox"/> |

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**SELF CERTIFICATION BY BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER  
TOWARDS MANDATORY MINIMUM LOCAL CONTENT**  
**(Not applicable in this Tender)**

To,

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

SUB:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (*Name of Bidder*) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier [      ]

Class-II Local Supplier [      ]

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

It is to further confirm that M/s \_\_\_\_\_ (*Name of Bidder*)/ M/s ..... (**Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer**) (*strikethrough which is not applicable*) meet the mandatory minimum Local content requirement of .....% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

We further confirm that in case we fail to meet the minimum local content, the same shall be treated false information and BCPL will take action as per provision of tender document.

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

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED  
ACCOUNTANT OF BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER  
TOWARDS MANDATORY MINIMUM LOCAL CONTENT**  
**(Not applicable in this Tender)**

To,

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

SUB:

TENDER NO:

Dear Sir

1. We \_\_\_\_\_ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s.\_\_\_\_\_ (***Name of the bidder***) hereby certify that as per definition specified in PP-LC policy, M/s.\_\_\_\_\_ (***Name of the bidder***) is

Class-I Local supplier [      ]

Class-II Local Supplier [      ]

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

2. It is to further confirm that M/s\_\_\_\_\_ (***Name of Bidder***)/ M/s ..... (***Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer***) (~~*strikethrough which is not applicable*~~) meet the mandatory minimum Local content requirement of .....% specified for Class-I Local supplier/ Class-II Local supplier (~~*strikethrough which is not applicable*~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (***Name of the bidder***).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

**Note:**

- (i) This certificate is to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

**UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC**  
**(IN CASE SEEKING BENEFIT OF PP-LC)**  
**(Not applicable in this Tender)**

To,

**(Name and address of authorized supplier)**

SUB:

TENDER NO:

Dear Sir

We, M/s\_\_\_\_\_ (***Name of Manufacturer***) undertake that we meet the mandatory minimum Local content requirement of .....% specified for Class-I Local supplier/ Class-II Local supplier(*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

|        |                                                     |
|--------|-----------------------------------------------------|
| Place: | [Signature of Authorized Signatory of Manufacturer] |
| Date:  | Name:                                               |
|        | Designation:                                        |
|        | Seal:                                               |

Note :

1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.
2. Authorized Signatory of Manufacturer will be director or Company secretary

**CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN COMPANIES) OF MANUFACTURER OF CLASS-I/ CLASS-II SUPPLIER**

**(Not applicable in this Tender)**

To,

**(Name and address of authorized supplier)**

SUB:

TENDER NO:

Dear Sir

We \_\_\_\_\_ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s.\_\_\_\_\_ (***Name of Manufacturer***) hereby certify that M/s.\_\_\_\_\_ (***Name of Manufacturer***) meet the mandatory minimum Local content requirement of .....% specified for Class-I Local supplier/ Class-II Local supplier (~~*strikethrough which is not applicable*~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (***Name of the bidder***).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.

## 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.
  - (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.

**(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.
  - 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.
- 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.

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.

**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:  
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.



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- 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                                           |

- 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) /contract (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) /contract (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) /contract (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 )

- (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.



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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 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

- Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- 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.
- Depending upon Performance Rating, following action shall be initiated by EIC:

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

- 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.
- 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:

- Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(b) **First Instance: Holiday (Red Card) for Two Years**



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- (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):
- (b) **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)
- (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 subsequence 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 consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

## 11. ERRANT BIDDER

In case after price 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.

The above shall be in addition to the penalty imposed by GeM for such irregularities.

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 (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:

### Instructions for allocation of marks

1. Marks are to be allocated as under :

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/<br>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     |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

|                   |                    |    |
|-------------------|--------------------|----|
| 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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>0 marks     |

## 1.3 RELIABILITY PERFORMANCE 20 Marks

| A.   | FOR WORKS/CONTRACTS                                                                                                             |         |
|------|---------------------------------------------------------------------------------------------------------------------------------|---------|
| i)   | Submission of order acceptance, agreement, 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<br>or<br>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                                                                                                                    |         |
| i)   | Submission of order acceptance, 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 |



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|      |                                                                                        |         |
|------|----------------------------------------------------------------------------------------|---------|
| 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 |

Annexure-2

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED PERFORMANCE RATING DATA SHEET (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:

### 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/<br>Completion Schedule | Delay in Weeks     | Marks |
|-----------------------------------------|--------------------|-------|
| a) Upto 3 months                        | Before CDD         | 40    |
|                                         | Delay upto 4 weeks | 35    |
|                                         | " 8 weeks          | 30    |
|                                         | " 10 weeks         | 25    |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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|                   |                    |    |
|-------------------|--------------------|----|
|                   | ” 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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>0 marks     |

## 1.3 RELIABILITY PERFORMANCE

20 Marks

| A.   | FOR WORKS/CONTRACTS                                                                                                             |         |
|------|---------------------------------------------------------------------------------------------------------------------------------|---------|
| i)   | Submission of order acceptance, agreement, 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<br>or<br>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                                                                                                                    |         |
| i)   | Submission of order acceptance, PBG, Drawings and other documents within time                                                   | 5 marks |



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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|      |                                                                                                                                 |         |
|------|---------------------------------------------------------------------------------------------------------------------------------|---------|
| 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 |

**Annexure-III to Section-III**

**Not Applicable**

**Annexure-IV to Section-III**

**BIDDING DATA SHEET (BDS)**

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

| ITB clause        | Description |
|-------------------|-------------|
| <b>A. GENERAL</b> |             |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |           |                                                                                                                                                                |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General                           | The Purchaser is: Brahmaputra Cracker and Polymer Limited<br>The consignee details and Delivery Location for the goods are as under:-<br>Consignee: Brahmaputra Cracker and Polymer Limited, LEPETKATA - DIBRUGARH<br>Delivery Location: LEPETKATA - DIBRUGARH                                                                                                                                      |  |  |           |                                                                                                                                                                |
| B. TENDER DOCUMENT                |                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |           |                                                                                                                                                                |
| 8.1                               | For <b>clarification purposes</b> only, the communication address is:<br><br>Name : Bhaskar Jyoti Barman (भास्कर ज्योति बर्मन)<br>Designation: Manager (C&P)<br>E-mail: bhaskar.barman@bcplindia.co.in<br><br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, |  |  |           |                                                                                                                                                                |
| C. PREPARATION OF BID             |                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |           |                                                                                                                                                                |
| 11.1.1 (m)                        | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers<br><u>Refer Section V &amp; VI</u>                                                                                                                                                                                                                                  |  |  |           |                                                                                                                                                                |
| 12 & 13                           | Whether BCPL will be able to avail input tax credit in the instant tender:<br><br><b>YES</b>                                                                                                                                                                                                                                                                                                        |  |  |           |                                                                                                                                                                |
| 12.2                              | Transit Insurance shall be arranged by :- BCPL                                                                                                                                                                                                                                                                                                                                                      |  |  |           |                                                                                                                                                                |
| 12.4                              | Delivery basis shall be: FOT SITE                                                                                                                                                                                                                                                                                                                                                                   |  |  |           |                                                                                                                                                                |
| 13.7 and 13.8                     | Details of Buyer: <table><tr><td>Consignee</td><td>Brahmaputra Cracker and Polymer Limited<br/>ADMINISTRATIVE BUILDING,<br/>PO: LEPETKATA<br/>DISTT.: DIBURGARH, ASSAM<br/>PIN CODE: 786006<br/>PHONE NO. 0373 2914636</td></tr></table>                                                                                                                                                            |  |  | Consignee | Brahmaputra Cracker and Polymer Limited<br>ADMINISTRATIVE BUILDING,<br>PO: LEPETKATA<br>DISTT.: DIBURGARH, ASSAM<br>PIN CODE: 786006<br>PHONE NO. 0373 2914636 |
| Consignee                         | Brahmaputra Cracker and Polymer Limited<br>ADMINISTRATIVE BUILDING,<br>PO: LEPETKATA<br>DISTT.: DIBURGARH, ASSAM<br>PIN CODE: 786006<br>PHONE NO. 0373 2914636                                                                                                                                                                                                                                      |  |  |           |                                                                                                                                                                |
| 14                                | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                |  |  |           |                                                                                                                                                                |
| 15                                | The bid validity period shall be as per GeM Bid Document                                                                                                                                                                                                                                                                                                                                            |  |  |           |                                                                                                                                                                |
| D. SUBMISSION AND OPENING OF BIDS |                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |           |                                                                                                                                                                |
| 22                                | The GeM Bid No. of this bidding process is: BID NO : .....                                                                                                                                                                                                                                                                                                                                          |  |  |           |                                                                                                                                                                |
| 22.2                              | For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is :<br><br>Attention:<br><b>Sh. Bhaskar Jyoti Barman</b><br><b>Designation: Manager (C&amp;P)</b><br><b>E-mail: bhaskar.barman@bcplindia.co.in</b>                                                                                                                                                           |  |  |           |                                                                                                                                                                |



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                |                      |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|----------------------|
|                                       | Brahmaputra Cracker and Polymer Limited<br>CONTRACTS & PROCUREMENT<br>ADMINISTRATIVE BUILDING,<br>PO: LEPETKATA<br>DISTT.: DIBURGARH, ASSAM<br>PIN CODE: 786006<br>PHONE NO. 0373 2914636                                                                                                                                                                                                                                           |  |                |                      |
| E. EVALUATION, AND COMPARISON OF BIDS |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                |                      |
| 32                                    | Evaluation Methodology is mentioned in Section-II.                                                                                                                                                                                                                                                                                                                                                                                  |  |                |                      |
| F. AWARD OF CONTRACT                  |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                |                      |
| 37.4                                  | Whether part shipment is allowed: As per distribution methodology                                                                                                                                                                                                                                                                                                                                                                   |  |                |                      |
| 38                                    | Contract Performance Security/ Security Deposit<br><table><tr><td>APPLICABLE</td><td><input type="text"/></td></tr></table><br><u>The value/ amount of Contract Performance Security/ Security Deposit</u><br>CPS/SD @ 3% of Total Order / Contract value excluding GST in case contract<br>period is less than one year or 3% of Annualized Order / Contract value excluding<br>GST in case contract period is more than one year. |  | APPLICABLE     | <input type="text"/> |
| APPLICABLE                            | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                |  |                |                      |
| 40                                    | Whether tendered item is non-split able or not-divisible: Spittable As per<br>distribution methodology                                                                                                                                                                                                                                                                                                                              |  |                |                      |
| 44.1                                  | Quarterly Closure of Contract<br><table><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table>                                                                                                                                                                                                                                                                                                                       |  | NOT APPLICABLE | <input type="text"/> |
| NOT APPLICABLE                        | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                |  |                |                      |
| 48                                    | Applicability of provisions relating to Startups: YES                                                                                                                                                                                                                                                                                                                                                                               |  |                |                      |



# फॉर्म और प्रारूप

# FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**LIST OF FORMS & FORMATS**

| Form No.                      | Description                                                                                                              |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| F-1                           | BIDDER'S GENERAL INFORMATION                                                                                             |
| F-2A<br>OR<br><del>F-2B</del> | DECLARATION FOR BID SECURITY<br>OR<br><del>PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"</del> |
| F-3                           | LETTER OF AUTHORITY                                                                                                      |
| F-4                           | PROFORMA OF "BANK GUARANTEE" FOR CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"                                       |
| F-5                           | AGREED TERMS & CONDITIONS                                                                                                |
| F-6                           | ACKNOWLEDGEMENT CUM CONSENT LETTER                                                                                       |
| F-7                           | BIDDER'S EXPERIENCE                                                                                                      |
| F-8                           | CHECK LIST                                                                                                               |
| F-9                           | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE                                               |
| F-10                          | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER                                       |
| F-11                          | BIDDER'S QUERIES FOR PRE BID MEETING                                                                                     |
| F-12                          | E-BANKING MANDATE FORM                                                                                                   |
| <del>F-13</del>               | <del>INTEGRITY PACT</del>                                                                                                |
| F-14                          | FREQUENTLY ASKED QUESTIONS (FAQs)                                                                                        |
| F-15                          | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)                                       |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## F-1

### BIDDER'S GENERAL INFORMATION

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

TENDER NO: \_\_\_\_\_

|    |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                              |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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<br><br>If Others Specify: _____<br><br>[Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 3a | Name of Proprietor/ Partners/ Directors of the firm/company<br>[As per cl.no.4.0 of Section-III of Tender Document]                                                                                                           | 1.<br>2.<br>3.                                                                                                                                                                                                                                                               |
| 3b | Name of Power of Attorney holders of bidder                                                                                                                                                                                   |                                                                                                                                                                                                                                                                              |
| 4  | Number of Years in Operation                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                              |
| 5  | Address of Registered Office:<br><br>In case of Partnership firm, provide current address of the firm for ordering purpose.                                                                                                   | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                     |
| 6  | Bidder's address where order/contract is to be placed *                                                                                                                                                                       | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                     |
| 7  | Address from where Goods/ Services are to be dispatched/ provided along with GST no.<br><br>(In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided). | City:<br>District:<br>State:<br>PIN/ZIP:<br>GST No.:                                                                                                                                                                                                                         |
| 8  | Telephone Number & Contact Information address where order is to be placed                                                                                                                                                    | _____<br>(Country Code) (Area Code) (Telephone No.)<br>Mobile No. : .....                                                                                                                                                                                                    |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

|    |                                                                                                                                                                                                                                                                                                                                |                                                                                               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
|    |                                                                                                                                                                                                                                                                                                                                | 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<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether MSE is owned by SC/ST Entrepreneur(s)                                                                                                                                                                                                                                                                                  | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether MSE is owned by Women                                                                                                                                                                                                                                                                                                  | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether payment is required through TReDS                                                                                                                                                                                                                                                                                      | Yes / No<br>If Yes, please provide the name of portal<br>.....                                |
| 15 | Whether Bidder is Startup or not                                                                                                                                                                                                                                                                                               | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49) |
|    | In case of Start-up confirm the following:<br>(i) Date of its incorporation/ registration<br>[The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]<br>(ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores. |                                                                                               |

Note: \*BCPL intent to place the order/contract directly on the address from where Goods are produced/dispached. 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: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:

## **FORMAT F-2A**



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**DECLARATION FOR BID SECURITY**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

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:

**F-3**



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 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'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings'.



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

**F-4**

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

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**THIS FORMAT SUPERSEDE THE FORMAT OF GEM**

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

**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 Brahmputra Cracker and Polymer Ltd. having registered office at 1<sup>st</sup> 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



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postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

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



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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.

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. 38.2 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.



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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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<br>(Please Tick ( √ ) Whichever is Applicable | :   | <table><tr><td>PERFORMANCE<br/>BANK GUARANTEE</td><td>SECURITY<br/>DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table> | PERFORMANCE<br>BANK GUARANTEE | SECURITY<br>DEPOSIT | EMD         | ADVANCE |
| PERFORMANCE<br>BANK GUARANTEE | SECURITY<br>DEPOSIT                                                    | EMD | ADVANCE                                                                                                                  |                               |                     |             |         |
| 6                             | BG ISSUED BANK DETAILS                                                 | :   |                                                                                                                          |                               |                     |             |         |
|                               | (A) EMAIL ID                                                           | :   |                                                                                                                          |                               |                     |             |         |
|                               | (B) ADDRESS                                                            | :   |                                                                                                                          |                               |                     |             |         |
|                               | (C) PHONE NO/<br>MOBILE NO.                                            | :   |                                                                                                                          |                               |                     |             |         |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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## AGREED TERMS & CONDITIONS [No Deviation tender]

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced 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                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Bidder's name :<br>BCPL's Vendor Code:<br>Address: |
| 2.  | Bidder furnishes bid security declaration <del>OR EMD/Bid Security details as under</del><br>a) <del>EMD/ Bid Security No. &amp; date</del><br>b) <del>Value</del><br>c) <del>Validity</del><br>d) <del>Bank Address/e-mail ID/Mobile no. [in case of BG]</del>                                                                                                                                                                                                                                                  |                                                    |
| 3.  | Bidder confirms that the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                    |
| 4.  | Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.                                                                                                                                                                                                                                                                                                                                           |                                                    |
| 5.  | Bidder confirms that quoted prices are strictly as per Price Schedule format of the GeM.                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                    |
| 6.  | Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:                                                                                                                                                                                                                                                                                                                                                                                                              |                                                    |
| 7.  | Bidder confirms acceptance of <b>relevant Terms of Payment</b> specified in the Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                    |
| 8.  | Bidder confirms that <b>Contract Performance Security/ Security Deposit (CPS)</b> will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.                                                                                                                                                                                                                                                                                                                                      |                                                    |
| 9.  | 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. |                                                    |
| 10. | Bidder confirms acceptance to Delivery/Completion Period as per Bid Document                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                    |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                               | BIDDER'S CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 11. | (i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document.<br>(ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).                                                                                                                           |                       |
| 12. | a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures).<br>b) Bidder confirms that printed terms and conditions of Bidder are not applicable.                                                                                                                                                                              |                       |
| 13. | Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'.                                                                                                                                                                                                                                                                      |                       |
| 14. | Bidder confirms that<br>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL<br>or<br>(ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.                                                                                                   |                       |
| 15. | Bidder confirms that all correspondence must be in ENGLISH language only.                                                                                                                                                                                                                                                                                                 |                       |
| 16. | Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.                                                                                                                                                                                                                                           |                       |
| 17. | Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause)                                                                                                                                                                                                     |                       |
| 18. | Bidder confirms that they have included GST (CGST & SGST/ UTGST or IGST ) in Price Schedule of GeM.                                                                                                                                                                                                                                                                       |                       |
| 19. | Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST).<br><br>If yes, Bidder confirms that they have included GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of GeM                                                                                                                           | Yes/ No               |
| 20. | Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN) in Bid.                                                                                                                                                                                                                                                                                     |                       |
| 21. | 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. |                       |
| 22. | 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.                                                                                                                                                                                                                                                                         |                       |
| 23. | <b>Part Order:</b><br>(a) Bidder confirms acceptance to Part Order.                                                                                                                                                                                                                                                                                                       |                       |



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | BIDDER'S CONFIRMATION |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |
| 24. | <b>Testing and Inspection charges:</b><br><del>Bidder confirms that goods and services are subject to stage wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
| 25. | <b>No Deviation Confirmation:</b><br>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, Bidder's Bid may be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
| 26. | If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:<br>"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 hereby confirms that they are not on 'Holiday' by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.<br>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
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| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BIDDER'S CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| 28. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.                                                                                                                                                                                                                                                                                                                                                  |                       |
| 29. | Bidder confirms that they have read and understood the General Conditions of Contract – Goods available on BCPL's Tender website ( <a href="https://www.bcplonline.co.in/Tender/Index">https://www.bcplonline.co.in/Tender/Index</a> ) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Goods.                                                                                                                                                                                                               |                       |
| 30. | Bidder certifies that they would adhere to the Fraud Prevention Procedure of BCPL [available on BCPL's website] and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice.<br>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. |                       |
| 31. | Confirm 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:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
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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 BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

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 : .....



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**F-7**  
**BIDDER'S EXPERIENCE**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

| 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:

**Note:**

**Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. Any new document submitted against representation option provided on GeM portal shall also be not considered for re-valuation of bid.**



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

## F-8 CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the Bidder to make sure that the necessary data/information as called for in the Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid is otherwise complete in all respects. Please ensure compliance and tick (✓) against following points:

| S. No. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0    | Confirm that the following details have been submitted in the Un-priced part of the Bid                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                                         |
| ii     | Declaration for Bid Security                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |                                         |
| iii    | Duly signed Tender Document along with drawings and addendum (if any)                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                                         |
| iv     | Power of Attorney in the name of person signing the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |                                         |
| v      | Confirm submission of documents alongwith unpriced bid as per tender requirement (including cl.no.11.1.1 of Section-III).                                                                                                                                                                                                                                                                                                                                                                                                     |           |                                         |
| 2.0    | Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)                                                                                                                                                                                                                                                                                                                                                                                                                           |           |                                         |
| 3.0    | Confirm that the price part is uploaded in GeM portal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                                         |
| 4.0    | Confirm that Undertaking as per Form 1 of Annexure-V to Section-III has been submitted (applicable for MSE and PP-LC bidder).                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                         |
| 5.0    | Confirm that Undertaking as per <i>Form-2 to Annexure-V to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-V to Section-III</i> are submitted.<br>In case a bidder is quoting on behalf of a manufacturer, in addition to <i>Form -2 and Form-3 to Annexure-V to Section-III</i> , the bidder is required to |           |                                         |



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|     |                                                                                                                                                                                                                                       |  |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|     | submit <i>Form -4 and Form-5 to Annexure-V to Section-III</i> to be signed by the manufacturer and the statutory auditor /cost auditor/ practicing cost accountant/practicing chartered accountant of that manufacturer respectively. |  |  |
| 6.0 | Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)                                                                  |  |  |
| 7.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)                                                                                                                                                  |  |  |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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**F-9**

**FORMAT FOR CERTIFICATE FROM BANK**  
**IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE**

(To be provided on Bank's letter head)

Date:

To,  
M/s. Brahmputra Cracker and Polymer Limited

-----  
-----  
-----

Dear Sir,

This is to certify that M/s ..... (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for BCPL's Tender No. .... dated ..... for ..... (Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s ..... (name of the Bidder) for at least an amount of Rs. \_\_\_\_\_

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

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## **F-10**

### **FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

**A. AUDITED ANNUAL TURNOVER\* OF PRECEDING THREE FINANCIAL YEARS:**

| Year    | Amount (Currency) |
|---------|-------------------|
| Year 1: |                   |
| Year 2: |                   |
| Year 3: |                   |

**B. NET WORTH\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:**

| Description  | Year _____        |
|--------------|-------------------|
|              | Amount (Currency) |
| 1. Net Worth |                   |

**C. WORKING CAPITAL\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:**

| Description                                             | Year _____        |
|---------------------------------------------------------|-------------------|
|                                                         | Amount (Currency) |
| 1. Current Assets                                       |                   |
| 2. Current Liabilities                                  |                   |
| 3. Working Capital (Current Assets-Current liabilities) |                   |

**\*Refer Instructions on page 2 of 2**

**Notes:**

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.
- (iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership No.:  
UDIN:

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## Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
  - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
  - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
  - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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F-11

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
Sub :  
Tender No :

| SL.<br>NO. | REFERENCE OF TENDER DOCUMENT |          |            |         | BIDDER'S QUERY | BCPL'S REPLY |
|------------|------------------------------|----------|------------|---------|----------------|--------------|
|            | SEC. NO.                     | Page No. | Clause No. | Subject |                |              |
|            |                              |          |            |         |                |              |

**NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.**

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_



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F-12

**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/saving 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 Limited 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 Limited 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)



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**F-14**

**FREQUENTLY ASKED QUESTIONS (FAQs)**

| SL.NO. | QUESTION                                                              | ANSWER                                                                                                                                                                             |
|--------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0    | Can any vendor quote for subject Tender?                              | Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.                                                     |
| 2.0    | Should the Bid Evaluation Criteria documents be attested?             | Yes. Please refer Section II of Tender document                                                                                                                                    |
| 3.0    | Is attending Pre Bid Meeting mandatory.                               | No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder. |
| 4.0    | Can a vendor submit more than 1 offer?                                | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.                                                                                                        |
| 5.0    | Is there any Help document available for GeM.                         | Refer training module presentations and FAQs as available on GeM Portal.                                                                                                           |
| 6.0    | Are there are any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.                                                                                                            |
| 7.0    | Are there are any benefits available to Startups?                     | Refer Clause No. 48 of Instructions to Bidders of Tender Document.                                                                                                                 |

All the terms and conditions of Tender remain unaltered.



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**F-15**

**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 BRAHMAPUTRA 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 GAIL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GAIL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then GAIL 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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**भाग – IV**  
**SECTION – IV**

**संविदा की सामान्य शर्तें) जीसीसी(**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
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---

Dear Sir,

In reference to the Tender number GEM BID NO : ..... I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC: [https://www.bcplonline.co.in/UploadFiles/GCC\\_Goods.pdf](https://www.bcplonline.co.in/UploadFiles/GCC_Goods.pdf)

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:



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**भाग– V**  
**SECTION – V**

संविदा की विशेष शर्तें (एससीसी)

**SPECIAL CONDITION OF CONTRACT  
(SCC) & TECHNICAL SPECIFICATION**

**Standard Specification for Control Valve**



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## PART-A BIDDING INSTRUCTIONS.

**A1.** The vendor is responsible to meet all the technical requirements in this Purchase Requisition including instrument data sheets. If at any stage, till the completion of order, the offered instruments and its accessories are found unsuitable to meet the PR specification, vendor shall replace the same with suitable items, without any time / cost implication.

**A2.** The related standards referred to herein and mentioned below shall be of the latest editions prior to the date of the purchaser's enquiry;

|                  |                                                                                        |
|------------------|----------------------------------------------------------------------------------------|
| ASME             | American Society of Mechanical Engineer                                                |
| B 1.20.1         | Pipe Threads, General Purpose (Inch)                                                   |
| B 16.5           | Pipe Flanges and Flanged Fittings                                                      |
| B 16.20          | Metallic Gaskets for Pipe Flanges, Ring Joint, Spiral Wound and Jacketed               |
| B 16.34          | Valves – flanged, Threaded and Welding End                                             |
| B 16.47-B        | Large Diameter Steel Flanges                                                           |
| ANSI / FCI       | American National Standard Institute / Fluid Control Institute                         |
| FCI 70-2         | Control Valve Seat Leakage                                                             |
| API              | American Petroleum Institute                                                           |
| 6 D              | Pipeline valves (Gate valve, Plug, Ball and Check valves)                              |
| 598              | Inspection Requirements                                                                |
| 609              | Lug and wafer type, Butterfly valves                                                   |
| AWWAC207 Class D | American Water Works Association – Steel Pipe Flanges for Water Works Services         |
| BS               | British Standards                                                                      |
| 6364             | Valves in cryogenic service                                                            |
| EN               | European Standards                                                                     |
| 10204            | Inspection Documents for Metallic Products                                             |
| 61056-1          | Specification for performance, design and construction of valve, regulated sealed type |
| IBR              | Indian Boiler Regulation                                                               |



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|        |                                                                                                                             |
|--------|-----------------------------------------------------------------------------------------------------------------------------|
| IS/IEC | Indian Standards / International Electro-Technical Commission                                                               |
|        | IS/IEC 60079 Electrical Apparatus for Explosive Gas Atmosphere                                                              |
|        | IS/IEC 60529 Degree of Protection Provided by Enclosures                                                                    |
|        | IEC 60534-3-2 Face to Face dimension of rotary valves except butterfly valves                                               |
|        | IEC 60534-4 Seat leakage                                                                                                    |
|        | IEC 60534-8.3 Industrial process control valves, noise consideration, control valve aerodynamic noise prediction method     |
|        | IEC 60534-8.4 Industrial process control valves, noise consideration, prediction of noise generated by hydrodynamic flow    |
|        | IEC 61158 Fieldbus Standard for use in Industrial Control system                                                            |
|        | IEC 61158-2 Physical layer specification and Service definition for Fieldbus                                                |
|        | FF890 Function Block Application Process Part 1                                                                             |
|        | FF891 Function Block Application Process Part 2                                                                             |
|        | FF892 Function Block Application Process Part 3                                                                             |
|        | FF893 Function Block Application Process Part 4                                                                             |
|        | FF894 Function Block Application Process Part 5                                                                             |
|        | IEC 61508 Functional Safety of Electrical/Electronic/ Programmable Electronic Safety related Systems                        |
|        | IEC 61511 Functional Safety Instrumented system for the Process Industry sector                                             |
|        | IEC 61804 Function Blocks (FB) for Process Control; Electronic Device Description                                           |
| ISA    | International Society of Automation                                                                                         |
|        | 75.01.01 Flow equation for sizing control valves                                                                            |
|        | 75.02 Control valve capacity test procedure                                                                                 |
|        | TR75.04 Control valve positioned stability                                                                                  |
|        | 75.05.01 Control valve terminology                                                                                          |
|        | 75.07 Laboratory measurement of aerodynamic noise generated by control valves                                               |
|        | 75.08.01 Face to face dimensions for integral flanged Globe-style control valve bodies (ASME Class 125, 150, 300 and 600)   |
|        | 75.08.02 Face to face dimensions for flangeless control valve (ASME Class 150, 300 and 600)                                 |
|        | 75.08.04 Face to face dimensions for Butt weld-end globe style control valve (ASME Class 4500)                              |
|        | 75.08.05 Face to face dimensions for Butt weld-end globe style control valve (ASME Class 150, 300, 600, 900, 1500 and 2500) |



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|             |                                                                                                                 |
|-------------|-----------------------------------------------------------------------------------------------------------------|
| 75.08.06    | Face to face dimensions for flanged Globe style control valve bodies (ASME Class 900, 1500 and 2500)            |
| 75.11.01    | Inherent flow characteristic and Rangeability of control valves                                                 |
| 75.19.01    | Hydrostatic testing of control valves                                                                           |
| 75.22       | Face to centre-line dimensions for flanged Globe-style Angle control valve bodies (ASME Class 150, 300 and 600) |
| 75.25.01    | Test Procedure for Control valve response measurement for step inputs                                           |
| TR 75.25.02 | Control valve response measurement for step inputs                                                              |
| 75.13       | Method of evaluating the performance of positioners with analog input signals and pneumatic output              |
| 75.17       | Control valve aerodynamic noise prediction                                                                      |
| RP75.23     | Considerations for evaluating control valve cavitation                                                          |
| ITK         | Interoperability Test Kit (latest version)                                                                      |
| MSS         | Manufacturer's Standardisation Society                                                                          |
| SP25        | Standard Markings System for Valves, Fittings, Flanges and Unions                                               |
| NACE        | National Association of Common Engineers                                                                        |
| MR0103      | Materials Resistant to Sulphide stress cracking in Corrosive Petroleum Refinery Environments                    |
| OSHA        | Occupational Safety and Health Authority                                                                        |

## Part-B

### SPECIFIC JOB REQUIREMENTS

**B1.** Vendor shall read the datasheet specification together with the notes given at the bottom of the datasheets. In the event of any conflict between this standard specification, job specifications/datasheets, statutory regulations, related standards, codes etc., the following order of priority shall govern:

- Statutory Regulations,
- Job Specifications/ Datasheets,
- Standard Specifications,
- Codes and Standards.

**B2.** Vendor to supply only standard product out of their manufacturing range as listed out in their product catalogues including valve model nos., sizes and Cv values for the indicated



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sizes etc. Valve with non-standard model no., Cv's and size shall not be acceptable. Valve and Actuator shall be of same manufacturer.

## B3. SPECIFIC TEST REQUIREMENTS

### **Radiography:**

For all valve castings with ratings ANSI 600# and above and wherever asked for, valve castings and welds shall undergo Radiography as follows:

100% radiography testing shall be applied. The radiography procedure and the areas of castings shall be as per ANSI B16.34 and acceptance criteria shall be as per ANSI B16.34. For areas of castings to be radiographed for valves not covered as per ANSI B16.34 guidelines, the vendor shall furnish details of the areas to be radiographed as per ANSI B16.34

## B4. CRYOGENIC TEST REQUIREMENT

**For valves in cryogenic service, vendor shall meet the following acceptance criteria:**

a) Vendor shall furnish, along with the offer, type test certificate, duly witnessed by Third Party Inspection agency like M/S LRIS, DNV, BV or TUV of having successfully conducted the cryogenic test as per BS 6364 on the offered valves, wherever applicable.

Further vendor to note the following:

Test temperature shall be -45 °C for LTCS and -196 °C for all grades of austenitic Stainless Steel.

Test 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 Stainless Steel any one grade would qualify for other grades of austenitic Stainless Steel.

b) In case vendor does not have cryogenic type test certificate for the offered valves as mentioned above, vendor shall confirm to conduct the cryogenic test on the offered valves and furnish the test report meeting requirements specified in Clause B4.a) above.

In case the vendor fails to conduct cryogenic test(s) within 12 weeks or failure in the test(s) conducted after receipt of order, the purchaser 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.

## B5. SIZING



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In addition to meeting purchaser's specifications in totality, vendor's extent of responsibility shall also include the following:

- a) Purchaser's datasheets specify the control valve size, flow co-efficient (Cv) and required flow Rangeability. Vendor shall be responsible for selecting their standard valve flow co-efficient suitable for the specified service and process conditions specified in purchaser's datasheets. The control valve capacities in terms of flow coefficient (Cv) shown in the purchaser's datasheets have been calculated based on the formula given in the standard ISA 75.01 "Control valve sizing equations". All factors used while arriving at the sizing are also as per ISA 75.01. Vendor must resize the control valves considering various factors specific to the offered valves. However the acceptance of deviation in vendor's calculated Cv and purchaser's provided Cv shall be sole decision of purchaser.
- b) Purchaser's data sheet indicates calculated flow co-efficient values at minimum, normal and maximum operating conditions. Vendor shall calculate this co-efficient as per the offered control valve and select the trim size considering valve openings, preferably between 90% to 10%. However, acceptance of deviation in such case shall be purchaser's discretion only.
- c) Rangeability of globe type of valves shall be 30:1, as a minimum. Vendor shall ensure that the actual rangeability of offered valves shall meet these requirements. For other types of offered control valves, vendor to specify that the available rangeability of the offered valves meet the requirements specified in the purchaser's data sheets.
- d) It is vendor's responsibility for selection of actuator to meet the shut off differential pressure indicated in purchaser's data sheets.
- e) Checking of cavitation and flashing generated and provide suitable trim or treatment to limit these within acceptable limit.

## **B6. DESIGN AND CONSTRUCTION:**

### **B6.1 Body:**

- a) Control valve shall have flanged end connections integral to the valve body.
- b) Valve body rating should be equal to or higher than the flange rating specified in the datasheet. However end connection shall be as specified in purchaser's datasheet.
- c) Control valve shall be suitable for installation in horizontal as well as in vertical lines.
- d) Flow direction shall be clearly and permanently marked on valve body.
- e) Face to Face dimensions of Globe type control valves shall be in accordance with ANSI/ISA 75.08.



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- f) Control valve body, bonnet, line flanges and other pressure containing assemblies shall be of the same material of construction as specified for valve body in the purchaser's datasheet.
- g) The bonnet flange shall have metallic spiral wound gasket suitable for the specified service. Gaskets with asbestos bearing fillers shall not be used.
- h) Vendor shall be responsible for selecting proper material for the internal parts of control valve. All such materials shall have the same or better specification than specified in purchaser's datasheet.

## B6.2 Trim Material:

Wherever Stellite trim is specified in the datasheets following material of construction for trim part shall be acceptable.

- a) Plug and Seat: Stellite sheathing/coating or solid stellite
- b) Cage: Nitrided or stellite sheathing/stellite coating or solid stellite
- c) Guide Bushing: Stellite coating /sheathing or solid stellite
- d) Valve stem: Hardened SS / Inconel X-760

Special material requirements, if specified in the datasheets, shall supercede the above mentioned requirements.

Minimum acceptable hardness in case of stellite or hardened trim shall be of the order of RC 38 (BHN 352) to RC 45 (BHN 429).

## B6.3 Actuator:

- a) Actuator shall be pneumatically operated type working on instrument air. Vendor shall size these actuators based on 5.0 kg/cm<sup>2</sup>g air supply pressure. Available instrument air supply pressure is 6.0 kg/cm<sup>2</sup>g (min)/ 6.5 Kg/cm<sup>2</sup>g (nor) and 10.5 Kg/cm<sup>2</sup>g (design).
- b) Vendor to note that sizing of actuator is their responsibility and actuator sizing shall not be verified by the purchaser. However, vendor must submit these calculations for review. Any change in actuator model number necessary to meet PR requirements shall be taken care of by vendor without any price or delivery implications.
- c) Actuator shall be pneumatic spring return type so that fail safe state of the valve is restored by actuator spring force only.
- d) Actuator shall be sized for shut off differential pressure indicated in purchaser's datasheet. While sizing the actuator, vendor shall ensure that the actuator is able to develop sufficient thrust to properly seat the control valve plug/disc at the actuator air pressure (lowest specified pressure).
- e) Actuator shall be designed to move the valve to fail safe position specified in purchaser's datasheet.



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- f) Actuator casing shall be made of pressed steel or anodized aluminium. Non-metallic actuator casing shall not be offered.
- g) Spring shall be corrosion resistant and shall be cadmium or nickel plated. Alternately vendor's standard coating shall also be acceptable. These shall be of enclosed type. Compression of the spring shall be externally adjustable.
- h) All accessories and tubing etc. shall be of SS316.
- i) Actuator casings and diaphragms shall be designed for minimum twice of the maximum pneumatic operating pressure of the control valve.
- j) In general side mounted hand-wheel will be used. Hand-wheels shall provide manual control in both opening and closing directions independent of spring action. Hand-wheels shall be of non-rising type suitable for accurate valve positioning. The hand-wheel actuator shall be sized to provide the required thrust for valve positioning with 178N force applied to the hand-wheel.
- k) The orientation of the actuator may be changed after order. The vendor shall do the same without any price implication.

## **B6.4 Positioner:**

- a) Every positioner shall meet following performance characteristics:-
  - i) Overall control accuracy shall be better than  $\pm 0.5\%$  of span,
  - ii) Repeatability shall be less than  $\pm 0.25\%$  of span,
  - iii) Hysteresis shall be less than  $\pm 0.5\%$  of span.
- b) All positioners shall have metallic casing and cover either of stainless steel or of anodized aluminium.
- c) Pneumatic connection shall be  $\frac{1}{4}$ " NPT(F) and electrical connection shall be  $\frac{1}{2}$ " NPT(F). If they are different, suitable adaptors shall be provided.
- d) Overall accuracy of Electro-pneumatic converter shall be better than  $\pm 0.3\%$ .
- e) Every positioner shall have two pressure gauges mounted on it, one each for air supply and for positioner output to actuator.
- f) Positioner shall be intrinsically safe.

## **B7. FIELDBUS AND SMART POSITIONER:**

**B7.1** Vendor to offer Positioner with Fieldbus & HART output of Metso / Fisher DVC / Masoneilan / Flowserve make wherever positioner is specified in the Control Valve data sheets.

**B7.2** Smart Positioners shall be provided for valves wherever specified in the datasheets. Fieldbus Positioners shall be provided for valves wherever specified in the datasheets.



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In addition to operational and maintenance data provided by the positioner like actual stem position, instrument input signal, Pneumatic pressure to the actuator etc. the positioner shall also provide the cycle counting and store accumulation data to help keep control valve stem leakage in control. The positioner shall also have built-in manual stroke button for stroke open or close the valve for quick verification.

**B7.3** Vendor to ensure that valve Fieldbus positioners and Smart positioners shall be able to communicate with Universal HandHeld communicator (type 375H for HART and type 375F for Fieldbus; not in bidder's scope).

**B7.4** Vendor to ensure that for Fieldbus positioners, DD files and Device support files shall be in native format.

**B7.5** Vendor to ensure that for Fieldbus positioners following data is furnished after placement of order in excel format attached with PR.

- i) Tag No.
- ii) FF Registered product code
- iii) Device Type
- iv) Manufacturing ID number
- v) ITK revision
- vi) Firmware revision
- vii) Device Revision
- viii) DD File Revision
- ix) CF file Revision
- x) Compatibility test with various DCS.

Vendor to confirm that output splitter (OS) block is available in the positioner supplied.

**B7.6** Vendor to ensure that for Smart positioners following data is furnished after placement of order in excel format attached with PR.

- i) Tag No.
- ii) Device Hardware Revision.
- iii) DD Revision No.
- iv) DTM Revision No.

## **B7.7. Advanced Diagnostics Software for Positioners:**

Separate ADS for offered SMART positioner with Yokogawa make DCS shall be required which, in case needed shall be ordered separately on vendor.

Owner DCS shall be supplied with Maintenance Information System along with standard software of DCS.



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The advanced diagnostics software shall be used to diagnose control valve performance problems from DCS platform of Make: Yokogawa Centrum VP

The advanced diagnostics software shall meet the following requirements as a minimum:

The software shall acquire data from each of the positioners of same make when run on DCS platform of makes specified above and shall provide control valve diagnostics.

## **B8. NOISE REDUCTION:**

a) Vendor shall examine each control valve for noise generation possibilities. The noise level shall be calculated as per ISA 75.17 or any other equivalent standard.

b) Noise generated by control valve during operation shall be limited to OSHA specified levels i.e. the maximum allowable noise shall be less than 85 dBA, when measured at a distance governed by ISA 75.17.

c) If the predicted noise level is found to exceed 85 dBA SPL, control valve shall be treated for noise and Anti-noise trim shall be used for noise reduction.

**B9.** Control valve accessories like Air Filter Regulators, Smart Positioner / Foundation fieldbus Positioners, Solenoid valves, Limit switches, Pneumatic lock relay etc. (Wherever applicable) shall be supplied in fully assembled conditions with either of ¼" OD or ½" OD SS air tubing. Tube fittings shall be of flareless compression type of SS material and of inch standard only, metric standard shall not be acceptable. Tubing of higher size for proper actuation of actuator / control valve shall be restricted to ½" OD which needs to be furnished by vendor during detailed engineering. Accessories like AFR shall be selected to match the air tubing requirements. This shall have no price or delivery implication.

**B10.** Vendor to note all electrical/ electronic accessories on the valve and actuator shall be suitable for installation in electric area class IEC Zone-1 (irrespective of the zone indicated in the respective datasheets), temperature T3. Safe areas and the gas group, i.e. group IIA/IIB or group IIC shall be specified in the individual control valve datasheets. Fieldbus and Smart positioners shall be certified as intrinsically safe. Solenoid Valves shall be flameproof (EExd) type suitable for 110 VAC. Offered Solenoid valve shall be of Class H insulation in coil and the SOV should operate at up to 85% of nominal voltage. Relevant certificate indicating the entity parameters shall be furnished for the specified area classification from a statutory body. The requirement of statutory approvals for usage of equipment/instruments/ systems in electrically hazardous areas shall be as follows:

**B10.1** The vendor shall be responsible for obtaining all statutory approvals, as applicable for all instruments and control systems.



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**B10.2** Equipment/instrument/systems located in electrically hazardous areas shall be certified for use by statutory authorities for their use in the area of their installation. In general, the following certification shall be provided by the vendor:

- For all intrinsically safe/ flameproof/ protected by other methods, equipment/instrument/systems, which are manufactured abroad (outside India) and certified by any approving authority like Baseefa, FM, UL, PTB, LCIE etc., certification by the Indian authorities - Petroleum Explosives Safety Organization (PESO) / Chief Controller of Explosives (CCOE), Nagpur, India is mandatory.
- For all flameproof equipment manufactured locally (within India), the testing shall be carried out by any of the approved testing houses - PESO/Central Mining Research Institute (CMRI) / ERTL etc. The item shall in addition bear the valid certification from PESO / CCE and also the manufacturer shall hold a valid Bureau of Indian Standards (BIS) license.
- For all intrinsically safe equipment manufactured locally (within India), the testing shall be carried out by any of the approved testing houses - Central Mining Research Institute (CMRI) / ERTL etc. The item shall in addition bear the valid certification from PESO / CCE.

**B11.** For control valves where body material has been specified as ASTM A 216 Gr.WCB, ASTM A 216 GR.WCC is also acceptable.

**B12.** Wherever solenoid valves have been asked for control valves in modulating service, the control valves are for modulating cum shutdown application. For all such cases, solenoid valve shall be installed between positioner output and actuator. The de-energization of solenoid valve shall bring the control valve to fail safe position by venting the actuator.

**B13.** Vendor shall supply air filter regulators of their own make or Placka / Shavo make.

**B14.** Vendor shall supply low power ( $\leq 3.5W$ ) consumption type solenoid valves only of ASCO or Norgren/Herion make. Quantity shall be as per each valve datasheet.

**B15.** Vendor to note that there shall not be any price or delivery implications in case the valve port size need to be changed to accommodate minor process changes while keeping the valve size and other specifications same.

**B16. Instrument Tube fittings shall be from one of the following approved make:**

- (i) ASTEC VALVES & FITTINGS PVT. LTD. INDIA
- (ii) AUTOCLAVE ENGINEERS FLUID COMPONENTS USA
- (iii) BADOTHERM PROCESS INSTRUMENTS B.V. NETHERLANDS
- (iv) CIRCOR INSTRUMENTATION LTD. UK
- (v) EXCEL HYDRO PNEUMATICS PVT. LTD. INDIA
- (vi) EXCELSIOR ENGG. WORKS INDIA
- (vii) FLUID CONTROLS PVT. LTD. INDIA



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- (viii) JRU CONTROLS PVT. LTD. INDIA
- (ix) MULTIMETAL INDUSTRIES INDIA
- (x) PARKER HANNIFIN CORPORATION INDIA
- (xi) PRECISION ENGINEERING INDUSTRIES INDIA
- (xii) PRIME ENGINEERS INDIA
- (xiii) RELIANCE ENGINEERING & ELECTRICAL SCORPN. INDIA
- (xiv) SWAGELOK CO. INDIA
- (xv) SWASTIK ENGINEERING WORKS INDIA
- (xvi) DEBLOAN AND CO. INDIA
- (xvii) HAM-LET (ISREAL-CANADA) LTD ISRAEL
- (xviii) KWALITY PRECISION PRODUCT PVT. LTD. INDIA
- (xix) PLACKA INSTRUMENTS & CONTROLS PVT LTD INDIA

**B17. Tube shall be from one of the following approved make:**

- (i) HEAVY METALS & TUBES LIMITED (MEHSANA) INDIA
- (ii) NUCLEAR FUEL COMPLEX INDIA
- (iii) RATNAMANI METALS & TUBES LTED. INDIA
- (iv) SANDVIK ASIA LIMITED INDIA

**B18.** Asbestos free gasket & stem packing shall be used for all the valves.

**B19. FINAL DOCUMENTATION:**

Vendor shall furnish all the necessary documents both in soft and hard copy format and shall submit at the time of material delivery.

Final documentation consisting of design data, installation manual, technical catalogues, operation and maintenance manual etc. submitted by vendor after placement of purchase order shall include the following, as a minimum:

- a) Specification sheet for each control valve, positioner and other accessories,
- b) Sizing calculation,
- c) Certified drawings for each control valve and its accessories, which shall provide dimensional details (face to face and height of completely assembled valve). Dimensions of clearance space for maintenance work, weight of completely assembled valve, internal constructional details, materials of construction of actuator, hook up diagram, orientation with respect to flow direction marked on the body.
- d) Copy of type test certificate, wherever asked for.
- e) Copy of the test certificates for all tests indicated in clause no:B20 of this specification.
- f) Installation procedure for control valves and their accessories.
- g) Calibration, configuration, and maintenance procedures.



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- h) Control valve operating signatures whenever smart positions or Field bus based positioner are specified.
- i) Device Descriptor Files (DD) for configuring Smart Positioner / Fieldbus parameters.
- j) Common File Format (CFF) for integrating the field bus positioner into the control system.

## **B20. INSPECTION AND TESTING:**

**B20.1** Unless otherwise specified, purchaser reserves the right to test and inspect all the items at vendor's works, in line with inspection test plan for control valves. All the necessary/required testing/certification shall be in scope of vendor. As a minimum, the inspection and testing requirements as per Inspection Test Plan for Control Valves (BCPL/ITP/CV-Rev 0) attached along with the PR shall be adhered to.

**B20.2** Vendor shall submit following test certificates and test reports for purchaser's review:

- a) Material test certificate as per clause 3.1B of EN 10204 for each valve body, bonnet casting/forging.
- b) Certificate of radiography/X-ray for valve castings. 100% radiography shall be carried out for valve casting where body rating is 600 pounds and above. Radiography procedure shall be as per ANSI B16.34 and acceptance shall be as per ANSI B16.34 Annexure-B.
- c) Post weld heat treatment certificate for welds as per datasheet and piping material specification.
- d) Pneumatic test certificate for all pneumatic actuator at a pressure not less than 1.5 times the actuator the actuator working pressure.
- e) Dimensional, hydrostatic test reports for all valve bodies and functional test reports for all valves as per clause no B20.3 and B20.4 of this specification.
- f) Certificate from statutory body for intrinsic safe / explosion proof / FISCO for smart positioners, Limit switches, Solenoid valves etc. and type test certificate for weatherproofness for these items, as applicable.

### **B20.3 Hydrostatic Test:**

Each control valve body shall be subjected to hydrostatic test pressure equal to 1.5 times the maximum working pressure at ambient temperature in accordance with ANSI B16.34.

### **B20.4 Functional Test:**



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- i) Seat Leakage Test, the test shall meet the requirements given in ANSI/FCI 70-2 for specified seat leakage class.
- ii) Lift characteristics.
- iii) The test shall be carried out at no load condition for verification of linearity, hysteresis and stem travel.
- iv) The combined effect of linearity and hysteresis shall be better than the following:
  - a) +/- 1.0% of rated lift with smart positioner
  - b) +/- 5.0% of rated lift without positioner

## B21. FINISH

- a) The body shall be painted as below:
  - Carbon steel body Light grey
  - Alloy steel body - Canary yellow
  - Stainless steel body- Natural
  - Above 150°C - Aluminum paint (white colour)Items like silencers, diffuser plate assemblies etc., shall be painted as per respective control valve body requirements.
- b) The actuator shall be painted as below:
  - Direct action (open on air failure) valves- Green
  - Reverse acting (close on air failure) valve - YellowItems like air volume tanks etc., supplied as an accessory along with the actuators, shall be repainted as per corresponding actuator.

## B22. NAMEPLATE

Each control valve shall have a stainless steel nameplate attached firmly to it at a visible place, furnishing the following information as minimum:

- Tag number as per purchaser's data sheet.
- Body and port sizes in inches.
- Valve flow coefficient (Cv).
- Stem travel in millimeters.
- Action on air failure.
- Spring range.
- Air supply pressure.
- Manufacturer's model number for the valve body & actuator.
- Manufacturer's Serial No. of the complete valve.

## B23. SHIPPING



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- a) The control valve and its accessories shall be supplied pre-assembled and pre-tubed.
- b) All threaded and flanged openings shall be suitably protected to prevent entry of foreign material.
- c) Valves with external lubricators shall be lubricated prior to shipment.

## **B24. SITE CONDITIONS:**

The Valves and accessories covered in the PR shall be suitable for unprotected installation in Hot, Humid and Corrosive environment having following ambient condition.

The site environmental conditions at Lepetkata are as follows:

Ambient temperature: 39.8 deg. C (Max. / Design) / 1 deg. C (Min.).

Relative humidity: 49% @ Min. Temp. / 93% @ Max. Temp.

Maximum Record Rainfall: 606.9 mm in 24 hour.

## **Standard Specification for ON-OFF Valve**

### **1.0 GENERAL**

#### **1.1 Scope**

1.1.1 The vendor is responsible to meet all the technical requirements in this Purchase Requisition including instrument data sheets. If at any stage, till the completion of order, the offered instruments and its accessories are found unsuitable to meet the PR specification, vendor shall replace the same with suitable items, without any time / cost implication.

1.1.2. The related standards referred to herein and mentioned below shall be of the latest editions prior to the date of the purchaser's enquiry;

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ASME | American Society of Mechanical Engineers<br>B 1.20.1 Pipe Threads, General Purpose (Inch)<br>B 16.5 Pipe Flanges and Flanged Fittings NPS 1/2 through NPS 24<br>Metric/Inch Standard<br>B 16.10 Face-to-face and End-to-End Dimensions of Valves<br>B 16.20 Metallic Gaskets for Pipe Flanges, Ring-Joint, Spiral-wound and Jacketed.<br>B 16.34 Valves — Flanged, Threaded and Welding End<br>B 16.47 Large diameter Steel Flanges: NPS 26 through NPS 60<br>Metric/Inch Standard |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|      |                                                                              |
|------|------------------------------------------------------------------------------|
| ANSI | American National Standards Institute<br>FCI 70-2 Control Valve Seat Leakage |
|------|------------------------------------------------------------------------------|

|     |                              |
|-----|------------------------------|
| API | American Petroleum Institute |
|-----|------------------------------|



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|               |                                                                                                                                                             |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | API 6D Specification for Pipeline and Piping Valves                                                                                                         |
|               | API 6 FA Specification for Fire Test of Valves                                                                                                              |
|               | API 598 Valve Inspection & Testing                                                                                                                          |
|               | API 607 Fire Test for Quarter-Turn Valves and Valves Equipped with Non-Metallic seats                                                                       |
|               | API 608 Metal Ball Valves — Flanged, Threaded and Welding Ends                                                                                              |
|               | API 609 Butterfly Valves: Double-Flanged, Lug- and Wafer-type                                                                                               |
| AWWA          | American Water Works Association<br>C207 CL.D Steel Pipe Flanges for Water Works Services                                                                   |
| BS            | British Standards<br>6364 Specification for Valves for Cryogenic Service<br>6755 Part 2 Testing of Valves, Specification for Fire Type-testing Requirements |
| EN            | European Standard<br>10204 Metallic Products — Types of Inspection Documents                                                                                |
| IBR           | Indian Boiler Regulation                                                                                                                                    |
| IS/IEC        | Indian Standards/International Electro Technical Commission                                                                                                 |
| IEC 60079-16  | Electrical Apparatus for Explosive Gas Atmospheres                                                                                                          |
| IS/IEC 60529  | Degrees of Protection Provided by Enclosures (IP Code).                                                                                                     |
| IEC-60534-4   | Inspection & Routine Testing                                                                                                                                |
| IEC-61508     | Functional Safety of Electrical/ Electronic/ Programmable Electronic Safety- related systems                                                                |
| IEC-60534-3-2 | Face-to-face Dimension for Rotary Control Valves Except Butterfly Valves                                                                                    |
| IEC-61511     | Functional Safety - Safety Instrumented Systems for the Process Industry Sector                                                                             |
| ISA           | International Society of Automation                                                                                                                         |
| 75.01.01      | Industrial — Process Control Valves — Part 2-1: Flow Capacity — Sizing Equations for Fluid Flow under Installed Conditions                                  |
| 75.02.01      | Control Valve Capacity Test Procedures                                                                                                                      |
| TR75.04       | Control Valve Position Stability                                                                                                                            |
| 75.05.01      | Control Valve Terminology                                                                                                                                   |
| 75.08.01      | Face-to-Face Dimensions for Integral Flanged Globe-style Control Valve Bodies (Classes 125,150,250,300 and 600)                                             |
| 75.08.02      | Face-to-Face Dimensions for Flanged and Flangeless Rotary Control Valves (Classes 150,300 and 600)                                                          |
| 75.08.04      | Face-to-Face Dimensions for Buttweld-end Globe-style Control Valves (Class 4500)                                                                            |
| 75.08.05      | Face-to-Face Dimensions for Buttweld-end Globe-style Control Valves (Classes 150,300,600,900,1500 and 2500)                                                 |
| 75.08.06      | Face-to-Face Dimensions for Flanged Globe-style Control Valve Bodies (Classes 900,1500 and 2500)                                                            |
| 75.11.01      | Inherent Flow Characteristic and Rangeability of Control Valves.                                                                                            |
| 75.19.01      | Hydrostatic Testing of Control Valves                                                                                                                       |



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|                |                                                                                                                                                                                                                |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 75.08.08       | Face-to-centreline Dimensions for Flanged Globe-style Angle Control Valve Bodies (Classes 150,300 and 600)                                                                                                     |
| 75.25.01       | Test Procedure for Control from Step Inputs                                                                                                                                                                    |
| TR 75.25.02    | Control Valve Response Measurement from Step Inputs                                                                                                                                                            |
| 75.13.01       | Method of Evaluating the Performance of Positioners with Analog Input Signals and Pneumatic Output                                                                                                             |
| MSS            | Manufacturers Standardization Society<br>SP 25 Standard Marking System for Valves, Fittings, Flanges and Unions                                                                                                |
| NACE<br>MR0103 | National Association of Corrosion Engineers<br>Petroleum, Petrochemical and Natural Gas Industries —<br>Metallic Materials Resistant to Sulphide stress Cracking in Corrosive Petroleum Refining Environments. |
| OSHA           | Occupational Safety and Health Authority                                                                                                                                                                       |

1.1.3. Vendor shall read the datasheet specification together with the notes given at the bottom of the datasheets. In the event of any conflict between this standard specification, job specifications/datasheets, statutory regulations, related standards, codes etc., the following order of priority shall govern:

- Statutory regulations
- Job specification/data sheets
- Standard specification
- Codes and standards

1.1.4. In addition to meeting purchaser's specifications in totality, vendor's extent of responsibility shall also include the following:

- Purchaser's data sheets specify the minimum acceptable materials for the on-off valve body and trim. Alternate superior materials of construction shall also be acceptable, with the consent of purchaser, provided vendor assumes complete responsibility for proper selection of material for these parts for their compatibility with the process fluid and its operating conditions
- Purchaser's data sheets specify the on-off valve size and open / close operation time. Vendor shall be responsible for selecting their standard valve suitable for the specified service and process conditions and operation time specified in the purchaser's data sheets.
- Purchaser's datasheet specify the shut-off differential pressure and fire safe requirements. Vendor shall be responsible for correct selection of Actuator for the offered valves.

## 1.2 Bids

1.2.1 Vendor's quotation shall be strictly as per the bidding instructions to vendor attached with the material requisition.

1.2.2 Whenever a detailed technical offer is required, vendor's quotation shall include the following:

- Compliance to the specifications. Deviations on technical requirements shall not be entertained. In case vendor has any valid technical reason, they must include a list of deviations tag number wise, summing up all the deviations from the purchaser's data sheets and other technical specification along with the technical reasons for each of these deviations.
- Whenever the requirements of a detailed specification sheet for each on-off valve is specifically indicated, the specification sheet shall provide information regarding type, material of construction, capacity,



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open/close operation time etc. of the on-off valve and its accessories. The material specifications and units of measurement indicated in the specification sheet shall be to the same standards as those in purchaser's data sheet.

Proven references for each offered model, in line with clause no. 1.2.4 of this specification, specifically for valves with ANSI rating 600# and above, temperature more than 250°C and below -29°C, special applications like hydrogen, NACE, cryogenic, fire safe and metal seated valves with class VI leakage etc.

d) A copy of approval for items such as limit switches, solenoid valves, smart positioner, whenever specified from local statutory authority, as applicable, such as Petroleum & Explosives Safety Organisation (PESO) / Chief Controller of Explosives, Nagpur (CCE) or Director General of Mining Safety (DGMS) in India, along with:

i) Test certificate from recognised test house like Central Institute of Mining and Fuel Research (CIMFR) / Electronics Regional Testing Laboratory (ERTL) etc. for flameproof enclosure and/ or intrinsic safety, as specified in the data sheet, as per relevant Indian Standard for all Indian manufactured equipments.

ii) Certificate of conformity from agencies like Laboratoire Central Des Industries Electriques (LCIE), British Approval Service for Electrical Equipment in Flammable Atmospheres (Baseefa), Factory Mutual (FM), Physikalisch-Technische Bundesanstalt (PTB), Canadian Standards Association (CSA), Underwriters Laboratories (UL) etc. for compliance to ATEX directives or equivalent recognised standards for all equipments manufactured outside India.

e) Type test certificate for fire safety for on-off valve and of actuator, wherever applicable.

f) Catalogues giving detailed technical specifications, model decoding details and other technical information for each type of on-off valve and accessories covered in the bid.

1.2.3 For valves in cryogenic service, vendor shall meet the following acceptance criteria:

a) Vendor shall furnish, along with the offer, type test certificate, duly witnessed by Third Party Inspection agency like M/S LRIS, DNV, BV, TUV etc. of having successfully conducted the cryogenic test as per BS6364 on the offered valves (same model, size, rating and material) in cryogenic service.

b) In case vendor does not have cryogenic type test certificate for the offered valves as mentioned above, vendor shall conduct the cryogenic test on each of the offered valves as per clause Inspection Test Plan and shall meet one of the following requirements:

i) Vendor has successfully carried out the cryogenic type test as per BS 6364 on the same series (model) of the valves as offered and type test certificate duly witnessed by Third Party Inspection agency for same has been furnished with the offer.

ii) Vendor has furnished proven references as per clause 1.2.4 of this specification for each of the offered valves (the same model, size, rating and material) in cryogenic service.

1.2.4 All items, as offered, shall be field proven and should have been operating satisfactorily individually for a period of minimum 6 months on the bid due date in the process conditions similar to those as specified in the purchaser's data sheets. Items with proto-type design or items not meeting provenness criteria specified above shall not be offered.

1.2.5 Whenever specified, vendor must furnish certified values of failure rates, probability of failure on demand (PFD) and test intervals for valve and its accessories for the safety integrity level analysis.

1.2.6 All documentation submitted by the vendor including their quotation, catalogues, drawings, installation, operation and maintenance manuals etc., shall be in English language only.



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## 1.3 Drawing and Data

1.3.1 Detailed drawings, data, catalogues and manuals required shall be submitted by the vendor as per vendor data requirements attached with the requisition.

1.3.2 Final documentation consisting of design data, installation manual/procedure, operation and maintenance manual/calibration procedure etc., submitted by the vendor after placement of purchase order shall include the following, as a minimum -

- a) Specification sheet for each on-off valve and its accessories.
- b) Certified drawings for each on-off valve and its accessories, which shall provide dimensional details (face-to-face and height of completely assembled valve), hookup and wiring details, dimensions of clearance space for maintenance work, weight of completely assembled valve, internal constructional details, materials of construction, fire box/jacket dimensions and actuator orientation with respect to flow direction marked on the body.
- c) Copy of the type test certificates.
- d) Copy of the test certificates for all tests indicated in Inspection Test Plan.

## 2.0 DESIGN AND CONSTRUCTION

### 2.1 Body

2.1.1 On-off valves shall have flanged end connections integral to the valve body. Top entry valve design shall not be offered unless specifically indicated in the purchaser's data sheets.

Whenever flangeless on-off valve body design is specified in the purchaser's data sheet, following shall apply:

- a) Wafer type or lug type body design for on-off valves body size up to 6 inches.
  - b) Lug type body design for butterfly type of on-off valve body size more than 6 inches.
- However, for on-off valves with fire safe design, flanged body construction shall only be acceptable.
- 2.1.2 Unless specifically indicated otherwise, the minimum on-off valve body size shall be 1 inch.
- 2.1.3 The valve body rating shall be equal to or higher than the flange rating specified in the data sheets.
- 2.1.4 Whenever flanged body is mentioned in the purchaser's datasheet, the same shall be double flanged and suitable for connecting to Purchaser's flanges on both sides through standard length stud bolts & nuts.
- 2.1.5 Unless otherwise specified, the on-off valves shall be suitable for horizontal pipe installation. When vertical pipe installation is found necessary at site, it shall be possible to suitably modify the valve assembly at site for vertical mounting.
- 2.1.6 For all services where full port valves are specified, following shall apply:
- a) Port size shall be equal to line size for rating up to ASME Class 1500.
  - b) Port size shall not be less than one size than the line size for rating ASME Class 2500 and above.
- 2.1.7 For steam jacketed valves, the body and port size shall be one size lower than the on-off valve end connections.

### 2.1.8 Flow Direction

2.1.8.1 Flow direction shall be clearly marked on the on-off valve body preferably either stamped or cast on the valve body.

2.1.8.2 3-way on-off valves shall be clearly identified with inlet and outlet end connection.

### 2.1.9 End Connections



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2.1.9.1 Unless otherwise specified, the following shall govern:

- a) Threaded end connections shall be to NPT as per ASME B 1.20.1.
- b) Flanged end connections shall be as per ASME B 16.5 for sizes up to 24". For sizes 26" and above AWWA-C207 CL.D shall be followed for water applications & ASME B-16.47B for all other applications.

c) Flange face finish shall be as per ASME B16.5. The face finish shall be as follows:

125 AARH : 125 to 250 micro inch AARH

63 AARH : 32 to 63 micro inch AARH

d) Grooves of ring type joint flanges shall be octagonal as per ASME B 16.20

2.1.9.2 Face-to-face dimensions of on-off valves shall be in accordance with the relevant standard indicated in clause 1.1.2 of this standard specification.

2.1.9.3 Where provided, on-off valve bottom drains shall be blind flanged only with dimensions and rating corresponding to ASME B 16.5. Material of blind flanges shall be same as valve body material.

2.1.10 Material of Construction

2.1.10.1 The material of construction of on-off valves shall be as specified in the data sheet.

Alternate superior materials of construction shall also be acceptable, with the consent of purchaser, provided vendor assumes complete responsibility for proper selection of material for the internal parts of on-off valve and compatible with the process fluid and conditions specified in the purchaser's data sheets.

2.1.10.2 On-off valve body, bonnet, bottom flange, line flanges and other pressure containing assemblies shall be of the same material of construction as specified for valve body in the purchaser's data sheets.

2.1.10.3 The bonnet flange and bottom flange shall have metallic spiral wound gaskets suitable for the specified service. The gaskets with asbestos bearing fillers shall not be used.

## 2.2 Trim

2.2.1 The term 'trim' covers those parts of valve assembly (excluding the body, bonnet and bottom flange) which are exposed to and are in contact with the line medium consisting of but not limited to the seat ring, valve stem, valve plug/disc/ball, valve plug guide, cage guide bushing etc.

2.2.2 In case of ball-type of on-off valves;

a) The valve design shall ensure valve seat and body protection against thermal expansion of the entrapped fluid when the on-off valve is fully close.

b) In case of ball-type of on-off valves for size up to 4" and rating up to ASME Class 300, the on-off valve shall have floating ball design. For ratings ASME Class 600 and above, floating ball is acceptable for sizes less than 2". For higher sizes trunion mounted ball design shall be provided.

2.2.3 Guiding

2.2.3.1 Single seated globe (unbalanced) and angle type on-off valves shall have heavy top plug guiding. Stem guided on-off valve design shall not be acceptable.

2.2.3.2 Rotary type on-off valves like Ball valves, butterfly valves etc. shall have blow out proof shaft guiding design.

2.2.3.3 Guide bushing shall be of a sufficiently hard material to resist side thrust on the plug or shaft.

2.2.4 Trim Design

2.2.4.1 Vendor shall be responsible for trim design and selection of the on-off valve. However, it must meet the following minimum requirements:



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- a) On-off valve trim design shall suit the type of guiding specified in the data sheet.
  - b) Unless specifically indicated otherwise in purchaser's data sheets, the valve characteristics shall be quick-opening (on-off) type.
  - c) Vendor shall select proper material pairs, surface finish, hardness and clearances to avoid galling.
  - d) For on-off valves operating under extreme temperature conditions, vendor shall consider increased clearances at room temperature and seal welding of threaded seat rings etc whenever required. Hard facing of trim including guide bushing shall be considered for all on-off valves operating at high temperatures (i.e. temperature more than 200°C). For very low temperature application, material used shall have adequate cold impact strength.
  - e) For all on-off valves including 3-way type of valves, stem and plug shall be detachable and shall be attached together by suitable threaded design secured with a pin to avoid plug rotation during operation.
- 2.2.4.2 For all bi-directional types of on-off valves like ball, butterfly and plug type, the valve seat design shall provide tight shut off for flow in either directions.

## 2.2.5 Trim Material

2.2.5.1 Whenever stellited trim is specified in the data sheets following material of construction for the trim parts shall also be acceptable.

- a) Ball/Disc/Plug and seat Stellite sheathing/Chromium Carbide/Tungsten Carbide/Alloy 6 coating or solid stellite.
- b) Guide Stellite sheathing/Chromium Carbide/Tungsten Carbide/Alloy 6 coating, solid stellite or SS 440C
- c) Stem/Shaft 17-4 PHSS, Hastelloy

2.2.5.2 Minimum acceptable hardness in case of stellited or hardened trim shall be of the order of RC38 (BHN 352) to RC45 (BHN 429).

2.2.5.3 In case of rotary valves, vendor shall select the stem bearing type and material as per the process conditions. Material of construction shall be as per the wetted part material specified in the purchaser's data sheet, as a minimum.

2.2.5.4 Leakage class of on-off valves shall be as specified in purchaser's data sheet, where no class is specified in data sheet it shall be Class IV.

2.2.5.5. For on-off valves specified with Class VI leakage class, vendor shall select the soft seat (elastomer) material suitable for the process conditions i.e., shut off pressure, maximum temperature and process fluid. Metal seated on-off valves meeting the leakage class shall also be acceptable.

## 2.3 Sizing

2.3.1 Unless specifically indicated otherwise in purchaser's data sheet, no sizing shall be carried out for the on-off valve, body size of on-off valve shall be same as the line size. Valve sizing shall be carried out only for those on-off valves where purchaser data sheet specify the same.

2.3.2 Vendor shall indicate the offered on-off valve flow coefficient i.e. Cv. Wherever the requirement of valve sizing is indicated, the control valve capacities in terms of Cv when shown in the purchaser's data sheets have been arrived at using the formulae given in the standard ISA S 75.01.01-"Control valve sizing equations". In case vendor's sizing formulae differ from above, purchaser shall be provided with the details.

2.3.3 Rangeability of valves shall be as per manufacturers' standard. However, where purchaser's data sheet indicate the sizing requirement, the rangeability of the offered valves shall be suitable to meet specified rangeability.



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## 2.4 Packing Box, Bonnet and Stem

### 2.4.1 Packing Box

2.4.1.1 The packing box shall be flanged bolted to the bonnet and shall meet the requirements specified in purchaser's data sheet.

2.4.1.2 Generally low friction type packing like braided teflon is preferred wherever operating conditions permit. For high temperature application ( $>200^{\circ}\text{C}$ ), Grafoil or equivalent gasket suitable for the specified service shall be selected. Asbestos based packing material shall not be used.

2.4.1.3 Whenever the on-off valve is offered with external lubricator, it shall have its packing box drilled and tapped to 1/4" NPT (F) as per ASME B 1.20.1 for connecting external lubricator.

2.4.1.4 An isolating valve shall be provided with all such valves having external lubrication provision. Lubricator sticks shall be supplied by the vendor as consumable spare.

2.4.1.5 For application in vacuum service, vendor to provide inverted packing design suitable for vacuum service. For pressure-cum-vacuum service, the on-off valve shall have dual packing design suitable for the application. Dual packing design shall also be provided for on-off valves in toxic service, with a facility to connect inert fluid between the packings.

2.4.1.6 Wherever environmental packing design is specified vendor shall supply special packing design suitable to minimize fugitive emission.

2.4.1.7 3-way on-off valves of either diverting or mixing type shall have PTFE box rings.

### 2.4.2 Bonnet

2.4.2.1 The bonnet shall be flanged bolted to the body. Threaded bonnets are not permitted.

2.4.2.2 Wherever the operating temperature of the fluid is above  $200^{\circ}\text{C}$ , extension or radiation finned bonnet shall be provided. Vendor standard bonnet design shall also be acceptable if these are suitable for higher temperatures.

2.4.2.3 For temperature below  $0^{\circ}\text{C}$ , vendor shall provide extended bonnet design. For valves in cryogenic application bonnet extension shall be as per BS-6364 as a minimum.

### 2.4.3 Stem

2.4.3.1 The stem surface finish shall be fine. Extra fine surface finish shall be provided wherever the packing material is PTFE.

2.4.3.2 The stem/shaft shall be designed for the maximum thrust of the actuator without any measurable deflection.

2.4.3.3 The valve stem/shaft shall be connected to the actuator stem/shaft by suitable arrangement to avoid backlash problem.

## 2.5 Actuator

### 2.5.1 Pneumatic Actuator

2.5.1.1 Actuator shall be sized for the shut-off differential pressure indicated in purchaser's data sheets. However, for 3-way type on-off valve, the actuator shall be sized for maximum differential pressure, unless specifically indicated otherwise.

2.5.1.2 The actuator shall be designed to move the valve to the failure position specified in the purchaser's data sheet. For failure position specified as 'fail-locked', vendor shall provide air reservoir with all required accessories to meet the fail lock position of the valve. The air reservoir shall be sized considering full stroking of the valve for minimum one complete cycle. Air reservoir shall be of carbon construction and sized as per ASME Section VIII with design pressure of  $10\text{ kg/cm}^2\text{g}$  as a minimum. All accessories and tubing shall be SS 316.



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2.5.1.3 Actuator casing shall be made of pressed steel or anodised aluminium. Non-metallic actuator casings shall not be offered.

2.5.1.4 Springs shall be corrosion-resistant and shall be cadmium or nickel-plated. These shall be of the enclosed type. The compression of the springs shall be adjustable.

2.5.1.5 In general, actuator operating range shall be 0.2 to 1.0 kg/cm<sup>2</sup>g, higher actuator operating range shall be acceptable provided vendor standard actuator model fails to meet specified shutoff pressure.

2.5.1.6 In general, spring opposed diaphragms type actuators shall be used. Only when this type of actuator becomes extremely unwieldy, based on the data specified in the purchaser's data sheet, should a piston and cylinder type of actuator be considered.

2.5.1.7 Whenever piston and cylinder actuator is considered, single acting spring return type is preferred.

2.5.1.8 Whenever double acting springless type of actuator is unavoidable, all accessories like pilot valves, booster relays, non-return valve, pressure gauge, volume tank etc. shall be provided to ensure desired action on air failure. The volume tank shall be sized considering full stroking of the valve for three complete cycles. The volume tank shall be of carbon steel construction and sized as per ASME Section VIII with design pressure of 10kg/cm<sup>2</sup>g as a minimum. All accessories and tubing etc shall be of 316 Stainless Steel constructions. Other accessories can be of Cast Aluminium. Minimum tubing length of 10 meters shall be considered for volume tank mounted separate from the actuator assembly.

2.5.1.9 The actuator casings and diaphragms shall be designed for minimum twice the maximum pneumatic operating pressure of the on-off valve.

2.5.1.10 Valve stem position indicator shall be provided for every on-off valve, when specified. The position indicator scale shall be calibrated from 0 to 100%.

2.5.1.11 In general, side-mounted handwheels are preferred when specified. Hand wheels shall provide manual on-off in both opening and closing directions independent of spring action. Hand wheels shall be of non-rising type suitable for accurate valve positioning. The hand wheel actuator shall be sized to provide the required thrust for valve positioning with 178N force applied to the hand wheel.

2.5.1.12 Actuator orientation shall be as per purchaser's requirements, in general. When, no requirements are indicated by purchaser, vendor shall provide recommended actuator orientation. It shall be possible to change this orientation at site for the offered valve actuator combination in case it is found necessary.

2.5.1.13 For the on-off valves where operating times are specified in the purchaser's data sheets, vendor shall design the actuator and its accessories to meet these requirements. Whenever no operating time is specified, the same shall not exceed 1 second per inch of valve.

## 2.5.1.14 Actuator Sizing

a) Vendor shall be fully responsible for sizing and selection of correct actuator for the specified on-off valve, while sizing the actuator; vendor shall ensure that the actuator is able to develop sufficient thrust to properly seat the on-off valve at the lowest specified air pressure.

b) While sizing the actuator vendor shall consider actuator thrust equal to two times

(2) the total force induced by shut off condition specified in purchaser's data sheet and the force required to overcome packing friction.

## 2.6 Valve Jacketing

2.6.1 The jacketed valves shall have steam inlet/outlet connections as flanged.

2.6.2 The valve end connections shall be one size higher than the normal valve connections for jacketed valve.



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## 2.7 Accessories

### 2.7.2 Air Filter Regulator

2.7.2.1 Vendor shall supply air filter regulator with each ON-OFF valve complete with an integral output gauge. Air filter regulator shall be downstream regulator type, in general.

2.7.2.2 Air filter regulator shall be sized considering the minimum air supply pressure and flow required to meet requirements specified in the purchaser's data sheets.

2.7.2.3 Filter material shall be sintered bronze. Filter size shall be maximum 5 microns.

### 2.7.3 Limit Switches

2.7.3.1 Unless otherwise specified, limit switches shall be proximity type and shall meet NAMUR standard. Mechanical type limit switches shall only be used when specifically indicated.

2.7.3.2 The limit switches shall be Weather proof to IP 65 and intrinsically safe. Certificates to this effect indicating the entity parameters shall be furnished from statutory body.

2.7.3.3 Suitable terminal blocks shall be provided for cable termination. Flying leads shall not be acceptable.

2.7.4 Solenoid valves provided with all On-Off valves shall be direct acting type only. Pilot operated solenoid valves shall not be acceptable unless specifically indicated in the job specifications / data sheets.

## 2.8 Finish

2.8.1 The body shall be painted as below:

Carbon steel body

Light grey

Alloy steel body

Canary yellow

Stainless steel body Natural

Above 150°C - Aluminium paint (white colour)

2.8.2 The actuator shall be painted as below:

Direct action (open on air failure) valves Green

Reverse acting (close on air failure) valve - Yellow

Actuator for shutdown valves Red

Items like air volume tanks etc., supplied as an accessory along with the actuators, shall be painted as per corresponding actuator.

## 3.0 NAMEPLATE

Each on-off valve shall have a stainless steel nameplate attached firmly to it at a visible place, furnishing the following information:

a) Tag number as per purchaser's data sheet.

b) Body and port sizes in inches.

c) Stem travel in millimetres.

d) Action on air failure.

e) Spring range.

f) Air supply pressure.

g) Manufacturer's model number for the valve body, actuator

## 4.0 INSPECTION AND TESTING



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i) Unless otherwise specified, purchaser reserves the right to test and inspect all the items at vendor's works, in line with inspection test plan for on-off valves shall be adhered to.

ii) Vendor shall submit following test certificates and test reports for purchaser's review:

- g) Material test certificate as per clause 3.1B of EN 10204 for each valve body, bonnet casting/forging.
- h) Certificate of radiography/X-ray for valve castings. 100% radiography shall be carried out for valve casting where body rating is 600 pounds and above. Radiography procedure shall be as per ANSI B16.34 and acceptance shall be as per ANSI B16.34 Annexure-B.
- i) Post weld heat treatment certificate for welds as per datasheet and piping material specification.
- j) Pneumatic test certificate for all pneumatic actuator at a pressure not less than 1.5 times the actuator working pressure.
- k) Dimensional, hydrostatic test reports for all valve bodies and functional test reports for all valves as per clause no B20.3 and B20.4 of this specification.

iii) Hydrostatic Test:

Each valve body shall be subjected to hydrostatic test pressure equal to 1.5 times the maximum working pressure at ambient temperature in accordance with ANSI B16.34.

iv) Functional Test:

Seat Leakage Test, the test shall meet the requirements given in ANSI/FCI 70-2 for specified seat leakage class.

## 5.0 SHIPPING

5.1 The on-off valve and its accessories shall be supplied pre-assembled and pre-tubed.

5.2 All threaded and flanged openings shall be suitably protected to prevent entry of foreign material.

5.3 Valves with external lubricators shall be lubricated prior to shipment.

5.4 Valves in oxygen and chlorine service shall be packed separately along with a certificate indicating 'CERTIFIED FOR OXYGEN / CHLORINE SERVICE', as applicable.



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## Specifications for Control Valve 113-FV-8407

|                    |    |                                      |             |        |                              |               |             |            |                   |
|--------------------|----|--------------------------------------|-------------|--------|------------------------------|---------------|-------------|------------|-------------------|
| GENERAL            | 1  | Tag No                               |             |        | 113-FV-8407                  |               |             |            | Vendor Acceptance |
|                    | 2  | Service                              |             |        | C3 Hydrocarbon Recycle       |               |             |            |                   |
|                    | 3  | Line No.                             |             |        | 2"-P-113-8418-D1A            |               |             |            |                   |
|                    | 4  | Area Classification                  |             |        | IEC Zone-2, Gr.IIA / IIB, T3 |               |             |            |                   |
|                    | 5  | Ambient Temperature                  | Min         | Max    | 1°C                          | 39.8°C        |             |            |                   |
|                    | 6  | Allowable Sound Pressure Level       | dBA         |        | 85                           |               |             |            |                   |
|                    | 7  | Control Action On-Off(OR) Modulating |             |        | Modulating                   |               |             |            |                   |
|                    | 8  | Available Air Supply Pressure        | Min         | Max    | 5 kgf/cm2g                   | 10.5 kgf/cm2g |             |            |                   |
|                    | 9  | Failure Position                     |             |        | Close                        |               |             |            |                   |
| PIPE LINE          | 10 | Line Size and Schedule               | Inlet       | Outlet | 2 in STD                     | 2in STD       |             |            |                   |
|                    | 11 | Inlet Line ID                        |             |        |                              |               |             |            |                   |
|                    | 12 | Outlet Line ID                       |             |        |                              |               |             |            |                   |
| PROCESS CONDITIONS | 13 | Process Fluid                        | Fluid State |        |                              | Liquid        |             |            |                   |
|                    | 14 | % Flash                              | % Solids    |        | ----                         | ----          |             |            |                   |
|                    | 15 | Differential Pressure- Shutoff       |             |        | 51.3 kgf/cm2                 |               |             |            |                   |
|                    |    |                                      |             |        | Units                        | @Max. Flow    | @Norm. Flow | @Min. Flow |                   |
|                    | 16 | Flow Rate                            |             |        | A m3/h                       | 3.6           | 3.1         | 0.8        |                   |
|                    | 17 | Inlet Pressure                       |             |        | kgf/cm2-g                    | 29.96         | 29.95       | 29.97      |                   |
|                    | 18 | Pressure Drop                        |             |        | kgf/cm2                      | 10.49         | 10.5        | 10.52      |                   |
|                    | 19 | Inlet Temperature                    |             |        | °C                           | 40            | 40          | 40         |                   |
|                    | 20 | Inlet Compressibility Factor         |             |        | -                            |               |             |            |                   |



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|                    |    |                                |                                  |       |                   |                   |  |
|--------------------|----|--------------------------------|----------------------------------|-------|-------------------|-------------------|--|
|                    | 21 | Inlet Viscosity                | cP                               | 0.075 | 0.075             | 0.075             |  |
|                    | 22 | Inlet Vapour Pressure          | kgf/cm2-a                        | 16.03 | 16.03             | 16.03             |  |
|                    | 23 | Critical Pressure              | kgf/cm2-a                        | 46.22 | 46.22             | 46.22             |  |
| CALCULATED RESULTS | 24 | Flow Coefficient Cv            | Max                              | Nor   | Min               | Vendor to furnish |  |
|                    | 25 | Travel                         | %                                |       | Vendor to furnish |                   |  |
|                    | 26 | Inlet Velocity                 | m/sec                            |       | Vendor to furnish |                   |  |
|                    | 27 | Sound Pressure Level @Max Flow | dBA < 85 dBA                     |       | Vendor to furnish |                   |  |
| BODY AND TRIM      | 28 | Manufacturer                   | Vendor to furnish                |       |                   |                   |  |
|                    | 29 | Model                          | Vendor to furnish                |       |                   |                   |  |
|                    | 30 | Body Type                      | Single Seat Globe                |       |                   |                   |  |
|                    | 31 | Body Size                      | Vendor to furnish                |       |                   |                   |  |
|                    | 32 | Trim Size                      | Vendor to furnish                |       |                   |                   |  |
|                    | 33 | Rated Cv                       | Characteristics                  |       | Vendor to furnish | Eq. %             |  |
|                    | 34 | End Connection & Rating        | 2" , 600#                        |       |                   |                   |  |
|                    | 35 | Facing Finish                  | RF 125 AARH                      |       |                   |                   |  |
|                    | 36 | Body, Bonnet Material          | ASTM A 216 GR. WCB or better     |       |                   |                   |  |
|                    | 37 | Packing Material               | PTFE/Graphite(Vendor to specify) |       |                   |                   |  |
|                    | 38 | Guiding                        | Vendor to furnish                |       |                   |                   |  |
|                    | 39 | Trim Type                      | Single Seat                      |       |                   |                   |  |
|                    | 40 | Rated Travel                   | Vendor to furnish                |       |                   |                   |  |
|                    | 41 | Trim Material                  | min SS 316                       |       |                   |                   |  |
|                    | 42 | Gasket Material                | Vendor to furnish                |       |                   |                   |  |
|                    | 43 | Soft Seat Material             | Vendor to furnish                |       |                   |                   |  |
|                    | 44 | Type of Bonnet                 | Vendor to furnish                |       |                   |                   |  |
| ACTUATOR           | 45 | Manufacturer                   | Vendor to furnish                |       |                   |                   |  |



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|            |    |                     |       |                    |               |  |  |  |
|------------|----|---------------------|-------|--------------------|---------------|--|--|--|
|            | 46 | Model               |       | Vendor to furnish  |               |  |  |  |
|            | 47 | Type                |       | Spring Return      |               |  |  |  |
|            | 48 | Hand Wheel Location |       | ----               |               |  |  |  |
|            | 49 | Bench Range         |       | Vendor to furnish  |               |  |  |  |
|            | 50 | Air Fail To         |       | Close              |               |  |  |  |
| POSITIONER | 51 | Manufacturer        |       | Vendor to furnish  |               |  |  |  |
|            | 52 | Model               |       | Vendor to furnish  |               |  |  |  |
|            | 53 | Signal              |       | 4-20mA HART        |               |  |  |  |
|            | 54 | Type                |       | SMART Positioner   |               |  |  |  |
|            | 55 | Air Supply pressure |       | Vendor to furnish  |               |  |  |  |
|            | 56 | Gauges              |       | Reqd. 2 nos        |               |  |  |  |
| AIR SET    | 57 | Manufacturer        |       | Vendor to furnish  |               |  |  |  |
|            | 58 | Model               |       | Vendor to furnish  |               |  |  |  |
|            | 59 | Set Pressure        |       | Vendor to furnish  |               |  |  |  |
|            | 60 | Filter              | Gauge | Required           | Yes, 1<br>No. |  |  |  |
| TIGHTNESS  | 61 | Leakage Class       |       | ANSI IV (standard) |               |  |  |  |

**Notes:**

- 1) Design temperature: 95 deg. C; Design Pressure: 51.3 Kg/cm<sup>2</sup>; Density: 482.61 Kg/m<sup>3</sup>.
- 2) Vendor shall supply valve with all the accessories in installed condition.
- 3) Companion Flanges (2 nos) should be supplied loose with the valve
- 4) Specifications mentioned are a minimum, any higher specifications are acceptable subject to valid technical documents provided by vendor
- 5) Hydrotest of Valve body to be performed at minimum 1.5 times of Design pressure and Report to be submitted with the supplied material.
- 6) Warranty & Guarantee: Minimum 12 months from the date of despatch of material

**Instruction to Vendor:**



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1. Vendor must mark "YES" (For Acceptance) or "NO" (For Non Acceptance) in the "Vendor Acceptance" column point wise. A separate deviation list, naming "Annexure-B-Deviation list", be given by vendor for all the points not acceptable to vendor, where all the deviations shall necessarily be explained pointwise with offered alternatives and return back all the sheets (Specification sheet Annexure-B and Deviation list if any) duly signed along with the offer.
2. All the Specifications/Points must necessarily be filled in. Any point left out is deemed as not accepted without any reason thereof.
3. Relevant complete technical literature has to be enclosed for every offered model.
4. For any contradictory points in the specifications and Scope of supply, vendor shall refer to M/s BCPL for clarification before submitting the offer.

## **Specifications for On-Off Valve 113-XV-7902**



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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|                    |    |                                             |  |             |        |                              |              |             |            |                   |
|--------------------|----|---------------------------------------------|--|-------------|--------|------------------------------|--------------|-------------|------------|-------------------|
| GENERAL            | 1  | Tag No                                      |  |             |        | 113-XV-7902                  |              |             |            | Vendor Acceptance |
|                    | 2  | Service                                     |  |             |        | C3 Hydrocarbon Recycle       |              |             |            |                   |
|                    | 3  | Line No.                                    |  |             |        |                              |              |             |            |                   |
|                    | 4  | Area Classification                         |  |             |        | IEC Zone-2, Gr.IIA / IIB, T3 |              |             |            |                   |
|                    | 5  | Ambient Temperature                         |  | Min         | Max    | 1°C                          | 39.8°C       |             |            |                   |
|                    | 6  | Allowable Sound Pressure Level              |  | dBA         |        | 85                           |              |             |            |                   |
|                    | 7  | Control Action On-Off(OR) Modulating        |  |             |        | On-Off                       |              |             |            |                   |
|                    | 8  | Available Air Supply Pressure               |  | Min         | Max    | 5 kgf/cm2g                   | 6.5 kgf/cm2g |             |            |                   |
|                    | 9  | Failure Position                            |  |             |        | Close                        |              |             |            |                   |
| PIPE LINE          | 10 | Line Size and Schedule                      |  | Inlet       | Outlet | 2 in STD                     | 2in STD      |             |            |                   |
|                    | 11 | Inlet Line ID                               |  |             |        |                              |              |             |            |                   |
|                    | 12 | Outlet Line ID                              |  |             |        |                              |              |             |            |                   |
| PROCESS CONDITIONS | 13 | Process Fluid                               |  | Fluid State |        |                              | Liquid       |             |            |                   |
|                    | 14 | % Flash                                     |  | % Solids    |        | ----                         | ----         |             |            |                   |
|                    | 15 | Differential Pressure- Shutoff for Actuator |  |             |        | 39.5 kgf/cm2                 |              |             |            |                   |
|                    |    |                                             |  |             |        | Units                        | @Max. Flow   | @Norm. Flow | @Min. Flow |                   |
|                    | 16 | Flow Rate                                   |  |             |        |                              |              |             |            |                   |
|                    | 17 | Inlet Pressure                              |  |             |        | kgf/cm2-g                    | 19.46        | 19.46       | 19.46      |                   |
|                    | 18 | Pressure Drop                               |  |             |        | kgf/cm2                      |              |             |            |                   |
|                    | 19 | Inlet Temperature                           |  |             |        | °C                           | 40           | 40          | 40         |                   |
|                    | 20 | Inlet Compressibility Factor                |  |             |        | -                            |              |             |            |                   |
|                    | 21 | Inlet Viscosity                             |  |             |        | cP                           | 0.075        | 0.075       | 0.075      |                   |
|                    | 22 | Inlet Vapour Pressure                       |  |             |        | kgf/cm2-a                    | 16.03        | 16.03       | 16.03      |                   |
| CALCULATED RESULTS | 23 | Critical Pressure                           |  |             |        | kgf/cm2-a                    | 46.22        | 46.22       | 46.22      |                   |
|                    | 24 | Flow Coefficient Cv                         |  | Max         | Nor    | Min                          | N.A          |             |            |                   |
|                    | 25 | Travel                                      |  |             |        | %                            |              |             |            |                   |



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|                  |    |                                |                              |                   |        |  |
|------------------|----|--------------------------------|------------------------------|-------------------|--------|--|
|                  | 26 | Inlet Velocity                 | m/sec                        | Vendor to furnish |        |  |
|                  | 27 | Sound Pressure Level @Max Flow | dBA < 85 dBA                 | Vendor to furnish |        |  |
| BODY<br>AND TRIM | 28 | Manufacturer                   | Vendor to furnish            |                   |        |  |
|                  | 29 | Model                          | Vendor to furnish            |                   |        |  |
|                  | 30 | Body Type                      | Ball                         | Full Bore         |        |  |
|                  | 31 | Body Size                      | 2"                           |                   |        |  |
|                  | 32 | Trim Size                      | Vendor to furnish            |                   |        |  |
|                  | 33 | Rated Cv                       | Characteristics              | Vendor to furnish | On-Off |  |
|                  | 34 | End Connection & Rating        | 2" , 600#                    |                   |        |  |
|                  | 35 | Facing Finish                  | RF 125 AARH                  |                   |        |  |
|                  | 36 | Body, Bonnet Material          | ASTM A 216 GR. WCB or better |                   |        |  |
|                  | 37 | Packing Material               | Vendor to furnish            |                   |        |  |
|                  | 38 | Guiding                        | Vendor to furnish            |                   |        |  |
|                  | 39 | Trim Type                      | On-Off                       |                   |        |  |
|                  | 40 | Rated Travel                   | Vendor to furnish            |                   |        |  |
|                  | 41 | Trim Material                  | Vendor to furnish            |                   |        |  |
|                  | 42 | Gasket Material                | Vendor to furnish            |                   |        |  |
|                  | 43 | Soft Seat Material             | Vendor to furnish            |                   |        |  |
|                  | 44 | Type of Bonnet                 | Vendor to furnish            |                   |        |  |
| ACTUATOR         | 45 | Manufacturer                   | Vendor to furnish            |                   |        |  |
|                  | 46 | Model                          | Vendor to furnish            |                   |        |  |
|                  | 47 | Size                           | Area                         | Vendor to furnish |        |  |
|                  | 48 | Type                           | Vendor to furnish            |                   |        |  |
|                  | 49 | Hand Wheel Location            | NA                           |                   |        |  |
|                  | 50 | Bench Range                    | Vendor to furnish            |                   |        |  |
|                  | 51 | Air Fail To                    | Close                        |                   |        |  |
|                  | 52 | Manufacturer                   | Vendor to furnish            |                   |        |  |



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|                                                                                                                                            |    |                    |          |                                          |            |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------|----------|------------------------------------------|------------|--|--|--|
| SOLENOID VALVE                                                                                                                             | 53 | Model              |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                            | 54 | Rating             |          | 110 VAC; ≈ 3.5W(Low Power)               |            |  |  |  |
|                                                                                                                                            | 55 | Type               |          | 3-Way Universal                          |            |  |  |  |
|                                                                                                                                            | 56 | When De-Energise   |          | Actuator Pneumatic pressure to be vented |            |  |  |  |
|                                                                                                                                            | 57 | Tag No             |          | 113-XY-7902                              |            |  |  |  |
| SWITCHES                                                                                                                                   | 58 | Manufacturer       |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                            | 59 | Model              |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                            | 60 | Type               | Quantity | Proximity                                | 2          |  |  |  |
|                                                                                                                                            | 61 | Contact/Rating     |          | 24 VDC                                   |            |  |  |  |
|                                                                                                                                            | 62 | Switching Position |          | Full Open/Full Close                     |            |  |  |  |
|                                                                                                                                            | 63 | Tag No             |          | 113-XZLO-7902/113-XZLC-7902              |            |  |  |  |
| AIR SET                                                                                                                                    | 64 | Manufacturer       |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                            | 65 | Model              |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                            | 66 | Set Pressure       |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                            | 67 | Filter             | Gauge    | Required                                 | Yes, 1 No. |  |  |  |
| TIGHTNESS                                                                                                                                  | 68 | Leakage Class      |          | ANSI VI (TSO)                            |            |  |  |  |
| Notes:                                                                                                                                     |    |                    |          |                                          |            |  |  |  |
| 1) Design temperature: 65 deg. C; Design Pressure: 39.5 Kg/cm2; Density: 482.61 Kg/m3.                                                     |    |                    |          |                                          |            |  |  |  |
| 2) Vendor shall supply valve with all the accessories in installed condition.                                                              |    |                    |          |                                          |            |  |  |  |
| 3) Proximity Switches should be inside enclosure                                                                                           |    |                    |          |                                          |            |  |  |  |
| 4) Companion Flanges (2 nos) should be supplied loose with the valve                                                                       |    |                    |          |                                          |            |  |  |  |
| 5) Specifications mentioned are a minimum,any higher specifications are acceptable subject to valid technical documents provided by vendor |    |                    |          |                                          |            |  |  |  |
| 6) Hydrotest of Valve body to be performed at minimum 1.5 times of Design pressure and Report to be submitted with the supplied material.  |    |                    |          |                                          |            |  |  |  |
| 7)Warranty & Guarantee: Minimum 12 months from the date of despatch of material                                                            |    |                    |          |                                          |            |  |  |  |



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## Instruction to Vendor:

1. Vendor must mark "YES" (For Acceptance) or "NO" (For Non Acceptance) in the "Vendor Acceptance" column point wise. A separate deviation list, naming "Annexure-B-Deviation list", be given by vendor for all the points not acceptable to vendor, where all the deviations shall necessarily be explained pointwise with offered alternatives and return back all the sheets (Specification sheet Annexure-B and Deviation list if any) duly signed along with the offer.
2. All the Specifications/Points must necessarily be filled in. Any point left out is deemed as not accepted without any reason thereof.
3. Relevant complete technical literature has to be enclosed for every offered model.
4. For any contradictory points in the specifications and Scope of supply, vendor shall refer to M/s BCPL for clarification before submitting the offer.

## Specifications for On-Off Valve 113-XV-9824



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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|                    |    |                                             |             |        |            |                              |            |             |            |                   |
|--------------------|----|---------------------------------------------|-------------|--------|------------|------------------------------|------------|-------------|------------|-------------------|
| GENERAL            | 1  | Tag No                                      |             |        |            | 113-XV-9824                  |            |             |            | Vendor Acceptance |
|                    | 2  | Service                                     |             |        |            | MP Steam                     |            |             |            |                   |
|                    | 3  | Line No.                                    |             |        |            | 3"-SMI-113-9824-B2A-IH       |            |             |            |                   |
|                    | 4  | Area Classification                         |             |        |            | IEC Zone-2, Gr.IIA / IIB, T3 |            |             |            |                   |
|                    | 5  | Ambient Temperature                         | Min         | Max    | 1°C        | 39.8°C                       |            |             |            |                   |
|                    | 6  | Allowable Sound Pressure Level              | dBA         |        | 85         |                              |            |             |            |                   |
|                    | 7  | Control Action On-Off(OR) Modulating        |             |        |            | On-Off                       |            |             |            |                   |
|                    | 8  | Available Air Supply Pressure               | Min         | Max    | 5 kgf/cm2g | 6.5 kgf/cm2g                 |            |             |            |                   |
|                    | 9  | Failure Position                            |             |        |            | Close                        |            |             |            |                   |
| PIPE LINE          | 10 | Line Size and Schedule                      | Inlet       | Outlet | 3"         | 3"                           |            |             |            |                   |
|                    | 11 | Inlet Line ID                               |             |        |            |                              |            |             |            |                   |
|                    | 12 | Outlet Line ID                              |             |        |            |                              |            |             |            |                   |
| PROCESS CONDITIONS | 13 | Process Fluid                               | Fluid State |        | Steam      | Vapor                        |            |             |            |                   |
|                    | 14 | % Flash                                     | % Solids    |        | ----       | ----                         |            |             |            |                   |
|                    | 15 | Differential Pressure- Shutoff for Actuator |             |        |            | kgf/cm2                      |            |             |            |                   |
|                    |    |                                             |             |        |            | Units                        | @Max. Flow | @Norm. Flow | @Min. Flow |                   |
|                    | 16 | Flow Rate                                   |             |        |            | kg/hr                        | 986.25     | 293.755     |            |                   |
|                    | 17 | Inlet Pressure                              |             |        |            | kgf/cm2-g                    | 17         | 16          | 14         |                   |
|                    | 18 | Pressure Drop                               |             |        |            | kgf/cm2                      |            | min         |            |                   |
|                    | 19 | Inlet Temperature                           |             |        |            | °C                           | 310        | 310         | 310        |                   |
|                    | 20 | Inlet Compressibility Factor                |             |        |            | -                            | 1          | 1           | 1          |                   |
|                    | 21 | Inlet Viscosity                             |             |        |            | cP                           | 0.0206     | 0.0206      | 0.0206     |                   |
|                    | 22 | Inlet Vapour Pressure                       |             |        |            | kgf/cm2-a                    |            | NA          |            |                   |
|                    | 23 | Critical Pressure                           |             |        |            | kgf/cm2-a                    |            |             |            |                   |
|                    | 24 | Flow Coefficient Cv                         | Max         | Nor    | Min        | N.A                          |            |             |            |                   |



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|                    |    |                                |                                |                   |        |  |
|--------------------|----|--------------------------------|--------------------------------|-------------------|--------|--|
| CALCULATED RESULTS | 25 | Travel                         | %                              |                   |        |  |
|                    | 26 | Inlet Velocity                 | m/sec                          | Vendor to furnish |        |  |
|                    | 27 | Sound Pressure Level @Max Flow | dBa< 85 dBA                    | Vendor to furnish |        |  |
| BODY AND TRIM      | 28 | Manufacturer                   | Vendor to furnish              |                   |        |  |
|                    | 29 | Model                          | Vendor to furnish              |                   |        |  |
|                    | 30 | Body Type                      | Ball                           | Full Bore         |        |  |
|                    | 31 | Body Size                      | 3"                             |                   |        |  |
|                    | 32 | Trim Size                      | Vendor to furnish              |                   |        |  |
|                    | 33 | Rated Cv                       | Characteristics                | Vendor to furnish | On-Off |  |
|                    | 34 | End Connection & Rating        | 3",300#                        |                   |        |  |
|                    | 35 | Facing Finish                  | RF 125 AARH                    |                   |        |  |
|                    | 36 | Body, Bonnet Material          | ASTM A 216 GR. WCB or better   |                   |        |  |
|                    | 37 | Packing Material               | Vendor to furnish              |                   |        |  |
|                    | 38 | Guiding                        | Vendor to furnish              |                   |        |  |
|                    | 39 | Trim Type                      | On-Off                         |                   |        |  |
|                    | 40 | Rated Travel                   | Vendor to furnish              |                   |        |  |
|                    | 41 | Trim Material                  | min SS 316                     |                   |        |  |
|                    | 42 | Gasket Material                | Vendor to furnish              |                   |        |  |
|                    | 43 | Type of Bonnet                 | Vendor to furnish              |                   |        |  |
| ACTUATOR           | 44 | Manufacturer                   | Vendor to furnish              |                   |        |  |
|                    | 45 | Model                          | Vendor to furnish              |                   |        |  |
|                    | 46 | Size                           | Area                           | Vendor to furnish |        |  |
|                    | 47 | Type                           | Pneumatic Piston Spring Return |                   |        |  |
|                    | 48 | Hand Wheel Location            | NA                             |                   |        |  |
|                    | 49 | Bench Range                    | Vendor to furnish              |                   |        |  |
|                    | 50 | Air Fail To                    | Close                          |                   |        |  |
| SOLENOID VALVE     | 51 | Manufacturer                   | Vendor to furnish              |                   |        |  |
|                    | 52 | Model                          | Vendor to furnish (Note:5)     |                   |        |  |



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|                                                                                                                                             |    |                    |          |                                          |            |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------|----------|------------------------------------------|------------|--|--|--|
|                                                                                                                                             | 53 | Rating             |          | 110 VAC; ≈ 3.5W(Low Power) upto 7 W      |            |  |  |  |
|                                                                                                                                             | 54 | Type               |          | 3-Way Universal                          |            |  |  |  |
|                                                                                                                                             | 55 | When De-Energise   |          | Actuator Pneumatic pressure to be vented |            |  |  |  |
| SWITCHES                                                                                                                                    | 56 | Manufacturer       |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                             | 57 | Model              |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                             | 58 | Type               | Quantity | Proximity                                | 2          |  |  |  |
|                                                                                                                                             | 59 | Contact/Rating     |          | 24 VDC                                   |            |  |  |  |
|                                                                                                                                             | 60 | Switching Position |          | Full Open/Full Close                     |            |  |  |  |
| AIR SET                                                                                                                                     | 61 | Manufacturer       |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                             | 62 | Model              |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                             | 63 | Set Pressure       |          | Vendor to furnish                        |            |  |  |  |
|                                                                                                                                             | 64 | Filter             | Gauge    | Required                                 | Yes, 1 No. |  |  |  |
| TIGHTNESS                                                                                                                                   | 65 | Leakage Class      |          | ANSI V                                   |            |  |  |  |
| Notes:                                                                                                                                      |    |                    |          |                                          |            |  |  |  |
| 1) Design temperature: 400 DegC ; Design Pressure: 21kg/cm2 & FV ; Density: 5.825 kg/m3                                                     |    |                    |          |                                          |            |  |  |  |
| 2) Vendor shall supply valve with all the accessories in installed condition.                                                               |    |                    |          |                                          |            |  |  |  |
| 3) Proximity Switches should be inside enclosure                                                                                            |    |                    |          |                                          |            |  |  |  |
| 4) Companion Flanges (2 nos) should be supplied loose with the valve                                                                        |    |                    |          |                                          |            |  |  |  |
| 5) SOV shall have provision of Field Manual Reset.                                                                                          |    |                    |          |                                          |            |  |  |  |
| 6) Specifications mentioned are a minimum,any higher specifications are acceptable subject to valid technical documents provided by vendor. |    |                    |          |                                          |            |  |  |  |
| 7) Hydrotest of Valve body to be performed at minimum 1.5 times of Design pressure and Report to be submitted with the supplied material.   |    |                    |          |                                          |            |  |  |  |
| 8)Warranty & Guarantee: Minimum 12 months from the date of despatch of material                                                             |    |                    |          |                                          |            |  |  |  |

## Instruction to Vendor:



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

1. Vendor must mark "YES" (For Acceptance) or "NO" (For Non Acceptance) in the "Vendor Acceptance" column point wise. A separate deviation list, naming "Annexure-B-Deviation list", be given by vendor for all the points not acceptable to vendor, where all the deviations shall necessarily be explained pointwise with offered alternatives and return back all the sheets (Specification sheet Annexure-B and Deviation list if any) duly signed along with the offer.
2. All the Specifications/Points must necessarily be filled in. Any point left out is deemed as not accepted without any reason thereof.
3. Relevant complete technical literature has to be enclosed for every offered model.
4. For any contradictory points in the specifications and Scope of supply, vendor shall refer to M/s BCPL for clarification before submitting the offer.



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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**भाग – VI**

**SECTION – VI**

**BILL OF QUANTITIES**



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**PROCUREMENT OF NEW CONTROL VALVE/ ON-OFF VALVE TO MEET HAZOP REQUIREMENT  
AT ECU, BCPL, LEPETKATA.**

| Sl. No. | Material Code | Description                                                                                                                                                                                                                                                            | UOM | Qty |
|---------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 1       | 8502990481    | VLV,GLOBE,CONTROL,2",600#,113-FV-8407<br>Long Text:<br>ITEM : GLOBE CONTROL VALVE WITH PNEUMATIC ACTUATOR ;<br>END CONNECTION &<br>RATING : 2" , 600# ; BODY MOC :<br>ASTM A216 GR WCB ; CHARACTE<br>RISTICS : EQUAL % ; LEAKAGE<br>CLASS IV ; TAG NUMBER :113-FV-8407 | Nos | 1   |
| 2       | 8512990181    | VLV,BALL,ON-OFF,3",300#,113-XV-9824<br>Long Text:<br>ITEM : BALL VALVE WITH PNEUMATIC ACTUATOR ; END<br>CONNECTION & RATING : 3"<br>, 300# ; BODY MOC : ASTM A216<br>GR WCB ; LEAKAGE CLASS : V<br>; TAG NUMBER : 113-XV-9824                                          | Nos | 1   |
| 3       | 8512990171    | VLV,BALL,ON-OFF,2",600#,113-XV-7902<br>Long Text:<br>ITEM : BALL VALVE WITH PNEUMATIC ACTUATOR ; END<br>CONNECTION & RATING : 2"<br>, 600# ; BODY MOC : ASTM A216GR WCB ; LEAKAGE CLASS:<br>VI<br>; TAG NUMBER : 113-XV-7902                                           | Nos | 1   |