

# **BRAHMAPUTRA PETROCHEMICAL COMPLEX**

## **FORM AND FORMATS**

RFQ DOCUMENT NO.:

PROJECT:

BRAHMAPUTRA PETROCHEMICAL COMPLEX

**F-1**  
**LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/CONFERENCES

No.

Date:

Brahmaputra Crackers & Polymers Ltd.  
Guwahati, Assam  
India

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_
- 2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

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**CERTIFICATE OF NON-INVOLVEMENT OF AGENT**

Brahamaputra Cracker & Polymer Ltd.

Guwahati , Assam

Dear Sir,

This is to certify that we have not engaged involve any Agent /Consultant/Retainer/Associate who is not an employee of \_\_\_\_\_ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate is to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.

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**PROFORMA FOR DETAILS OF INDIAN AGENT**

Brahmaputra Cracker & Polymer Ltd.

Guwahati, Assam

Dear Sir,

Following are the details of Indian agent/ consultant/representative

| S. No. | Description                                                                                                                                                                  | Bidder's response |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.     | Name & address of agent / consultant / representative in India.                                                                                                              |                   |
| 2.     | The precise relationship between the bidder and their agent/consultant/representative in India.                                                                              |                   |
| 3.     | The mutual interest which the bidder and Agent / Consultant / Representative in India have in the Business of each other.                                                    |                   |
| 4.     | Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee. |                   |
| 5.     | Permanent Income Tax Account number of Agent / Consultant / Representative in India                                                                                          |                   |
| 6.     | Permanent Income Tax account of bidder in his country and also in India, if applicable                                                                                       |                   |
| 7.     | All services to be rendered by the Agent / Consultant / Representative                                                                                                       |                   |

SEAL AND SIGNATURE OF BIDDER

Note: Aforementioned information's need to be supported with necessary documents.

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**DECLARATION**

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been banned or delisted by any Government or Quasi Government agencies of PSU.

We also confirm that the content of the Bidding Document including Corrigendum/Addendum (if any) have not been altered or modified.

Signature & Seal of Bidder

Note:

This certificate should be issued in the Letter Head of the Bidder.

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

### **INSTRUCTIONS FOR FURNISHING PERFORMANCE 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 the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The bank guarantee by bidders will be given from bank as specified in ITB
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned in the RFQ Documents.
4. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming that its net worth is more than Rs. 1,000 millions or USD 22 million along with documentary evidence.

**F-5**  
**PROFORMA OF BANK GUARANTEE**  
**FOR CONTRACT PERFORMANCE SECURITY (UNCONDITIONAL)**  
**(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

M/s. Brahmaputra Cracker and Polymer Ltd.,  
Guwahati, Assam, India

Dear Sirs,

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the "SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been awarded the contract of \_\_\_\_\_ for Brahmaputra Cracker and Polymer Ltd, Guwahati, Assam.

The Contract conditions provide that the SUPPLIER shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Initial/full Contract Performance Security in the form therein mentioned. The form of payment of Contract Performance Security includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify Brahmaputra Cracker and Polymer Ltd, Guwahati Assam. (Hereinafter called "OWNER" which expression shall wherever the context so require, include its successors and assignees) in case of default.

The said \_\_\_\_\_ has approached the BANK (hereinafter called "BANK", which expression shall wherever the context so require include its successors and assignees) 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 and unconditional guarantee with you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the Contract or in payment of any money payable to Brahmaputra Cracker and Polymer Ltd, GUWAHATI, ASSAM, we shall on first demand without demur, reservation, contest, recourse or protest and/or without reference to the SUPPLIER pay to OWNER in such manner as OWNER may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as OWNER may from time to time require.
2. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said SUPPLIER and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said SUPPLIER and such postponement or 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 \_\_\_\_\_ only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by

OWNER or by any other matter or thing whatsoever 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 change of constitution or insolvency of the SUPPLIER but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on \_\_\_\_\_. The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the SUPPLIER is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the SUPPLIER fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the SUPPLIER till such time as may be determined by the OWNER.

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against SUPPLIER and not withstanding any security or other guarantee that OWNER may have in relation to the SUPPLIER's liabilities.
7. The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier 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 to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Yours faithfully,

(Signature of a person duly authorised to sign on behalf of the Bank)

Place:

WITNESS:

- 1..... (Signature)  
..... (Printed Name)
2. .... (Designation)  
..... (Common Seal)

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**NO DEVIATION CONFIRMATION**

Brahmaputra Crackers & Polymers Ltd.  
Guwahati, Assam,  
India

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)