

INSTRUCTIONS FOR BID SECURITY/ EMD

1. The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the RFQ.
2. The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 7 mentioned below.
3. The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of **Brahmaputra Cracker and Polymer Limited (BCPL)**, payable at Dibrugarh, Assam (India) (issued by Indian Nationalised/Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of Brahmaputra Cracker and Polymer Ltd. as per format enclosed format (Form-A).

In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any reputed International Bank or Indian Scheduled Bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 1000 Million or USD 22 Million 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 Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 7 of ITB.

BCPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

4. Any bid not secured in accordance with clause 1 and 3 may be rejected by BCPL/EIL as non-responsive.
5. Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by BCPL/EIL
6. The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 21 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 24 of ITB.
7. The bid security may be forfeited:
 - a. If a bidder withdraws its bid during the period of Bid validity.
 - b. In case of a successful bidder, if the bidder fails:
 - i. to accept the award in accordance with clause 21 of ITB. OR
 - ii. If the bidder changes the proposed manufacturing unit. OR
 - iii. to accept the arithmetic corrections pursuant to clause 17 of ITB. AND/OR
 - iv. to furnish the performance guarantee in accordance with Clause 24 of ITB .
8. Bid security should be in favour of **Brahmaputra Cracker and Polymer Ltd.**, payable at Guwahati (Assam) India and addressed to Brahmaputra Cracker and Polymer Ltd. Bid security must indicate the RFQ Document No. and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date.
9. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax/. From where the Bank Guarantee has been issued.

10. For Indian Bidders: Central Public Sector Undertakings of Government of India are exempted from furnishing EMD / Bid Security subject to submission of declaration to the effect and indemnity bond as per format (Form-B) enclosed. Firms registered with NSIC are exempted from furnishing Bid Security, provided they are registered for the quoted items up to the monetary limit, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

FORM-A
BANK GUARANTEE

EMD/ BID SECURITY FORM

Ref.....

Bank Guarantee No.....

Date.....

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

Dear Sir(s),

Whereas.....
(hereinafter called "the Bidder") has submitted his bid dated..... for the works
of..... (hereinafter called "the Bid") against Bidding Document No.
.....

KNOW ALL MEN by these presents that WE (BANK)

of having our registered office at
..... (Hereinafter called "the Bank") are bound unto M/s. Brahmaputra
Cracker and Polymer Ltd., Guwahati, Assam (Hereinafter called "the OWNER") in the sum of
.....for which payment, well and truly to be made to
the said OWNER, the BANK binds itself, its successors and assigns by these presents. Sealed
with the Common Seal of the said BANK this day of
.....20.....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by the OWNER during the period of bid validity;
 - a) fails or refuses to execute the Contract Form, if required
 - or
 - b) fails or refuses to furnish the Performance Bank Guarantee in accordance with the Instructions to Bidder
 - or
 - c) if a bidder does not accept the correction of arithmetical errors as per Instructions to Bidders.

We undertake to pay to the OWNER upto the above amount upon receipt of its first written demand, without the OWNER having to substantiate its demand, provided that in its demand the OWNER will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including 60 days after the period of bid validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name of Witness

Address of Witness

RFQ DOCUMENT NO.:

PROJECT:

BRAHMAPUTRA PETROCHEMICAL COMPLEX

FORM-B

INDEMNITY BOND

(TO BE NOTORISED AND ON STAMP PAPER OF APPROPRIATE VALUE)

To

Brahmaputra Cracker and Polymer Ltd.

(Address as applicable)

Dear Sirs,

WHEREAS Brahmaputra Cracker and Polymer Ltd., a Government of India Company, registered under the Companies Act, 1956, having its Registered Office at Hotel Brahmaputra Ashok, M G Road, Guwahati-781001 (Assam), (hereinafter called "the Indemnified" which expression shall include its successors and assigns) has awarded to M/s..... a Partnership Firm/ Sole Proprietor Business/ a company having its Registered Office at (hereinafter called "the Indemnifier", which expression shall include its successors and assigns) a contract for conditions set out, inter-alia, in "the Indemnified" Purchase Order No. dated..... (hereinafter referred to as "the said Contract") to "the Indemnifier".

AND WHEREAS "the Indemnified" has agreed to supply to "the Indemnifier" raw material/ components to the value of Rs..... (Rupees..... only) for incorporation in fabrication by "the Indemnifier" in terms of "the said contract", the components/ raw material to be supplied by "the Indemnified" to "the Indemnifier" for the said fabrication, (hereinafter, or the sake of brevity, referred to as "the said material") and pending fabrication and delivery at job-site of the completed fabricated work(s) incorporating "the said material" and accounting for "the said material" shall be under the sole custody and charge of "the Indemnifier" and shall be kept, stored, altered, worked upon and/ or fabricated at the sole risk and expenses of "the Indemnifier".

As a Pre-condition to the supply of "the said material" by "the Indemnified" to "the Indemnifier", the Indemnified" has required "the Indemnifier" to furnish to "the Indemnified" security in the manner and upon terms and conditions hereinafter indicated:

NOW THEREFORE, in consideration of the premises aforesaid "the Indemnifier"

Shri....., Shri..... all Directors/ Partners/ Sole proprietor of "the Indemnifier" in consideration of aforesaid "contract" hereby irrevocably and unconditionally and jointly and severally undertake to indemnify and always keep "the Indemnified" from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of "the said material" or any item or part thereof) by theft, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or

reaction, bending, wrapping, exposure, rusting, faulty workmanship, faulty fabrication or faulty method of technique of fabrication, riot, civil commotion or other act of omission or commission whatsoever within or beyond the control of "the Indemnifier", misuse and misappropriation by "the Indemnifier's" servants and/or agents whatsoever to, of or in "the said material" or any part or item thereof between the date that the same or relative part or item thereof was supplied to "the Indemnifier" up to and until the return to "the Indemnified" on due dates of "the said material" or relative part or item thereof or completed fabricated work(s) incorporating the said material AND jointly and severally undertake to pay to "the indemnified" forthwith on first demand in writing without protest or demur the value of "the said material" or item part thereof lost, damaged, destroyed, misused and/or misappropriated, as the case may be, inclusive of "the Indemnified" 's cost and expenses (inclusive but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs and/ or expenses) as specified in the said demand.

AND "the Indemnifier" hereby agree with "the Indemnified" that :

1. This Indemnity shall remain valid and irrevocable until the settlement of all claims of "the Indemnified" arising hereunder.
2. This Indemnity shall be in addition to any other Indemnity, Guarantee or Security whatsoever that "the Indemnified" may now or any time anywise have in relation to "the Indemnifier" 's obligations/ liabilities under and/ or in connection with the said contract inclusive of "the said material" and "the Indemnified" shall have full authority to take recourse to or enforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of "the Indemnified" in enforcing or requiring enforcement of any other security shall have the effect of releasing "the Indemnifier" from its full liability hereunder:
3. "The Indemnified" shall be at liberty without reference to "the Indemnifier" and without affecting the full liability of "the Indemnifier" hereunder to take any other such security in respect of "the Indemnifier" 's obligations and/or liabilities under or in connection with the "said contract" inclusive of "the said material" and to vary the terms vis-a-vis "the Indemnifier" of "the said contract" or to grant time and/or indulgence to "the Indemnifier" or to reduce or to increase or otherwise vary the prices or the total contract value or the quantity, quality, description or value of the said material or to release or to forbear from endorsement of all or any of the obligations of "the Indemnifier" under the said contract (inclusive of anything in respect of "the said material") and/or to remedies of "the Indemnified" under any other security (ies) now or hereinafter held by "the Indemnified" and no such dealing(s), variations(s), reduction(s), increase (s) or other indulgence (s) or arrangement(s) with "the Indemnifier" or release "the Indemnifier" from their full liability to "the Indemnified" hereunder or of anywise prejudicing rights of "the Indemnified" against "the Indemnifier" and "the Indemnifier" hereby waive all rights, if any, at any time, inconsistent with the terms of this Indemnity.
4. This Indemnity shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of "the Indemnifier" and the obligations of "the Indemnifier" in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by "the Indemnifier" (whether now pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by "the Indemnifier" or any other order or communication whatsoever by "the Indemnifier" or any other order or communication whatsoever by "the Indemnifier" stopping or preventing or purporting to stop or prevent any payment by "the Indemnifier" to "the Indemnified" in terms hereof.
5. The mere statement made by or on behalf of "the Indemnified" in any notice or demand or other writing addressed to "the Indemnifier" as to any of "the said material" or item or

part thereof supplied to "the Indemnifier" having been lost, damaged, destroyed, misused or misappropriated while in the custody of "the Indemnifier" before or after completion of the completed fabricated work(s) incorporating "the said material" and delivery at job site thereof shall as between "the Indemnifier" and "the Indemnified" be conclusive of the factum of "the said material" or item or part thereof having been supplied to "the Indemnifier" and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of "the Indemnifier" and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof without necessity on the part of "the Indemnified" to produce any documentary proof or other evidence whatsoever in support of this.

6. The amount stated in any notice of demand addressed by "the Indemnified" to "the Indemnifier" as the value of any of "the said material", lost, damaged, destroyed or misused or misappropriated, inclusive relative to the cost and expenses incurred by "the Indemnified" in connection therewith shall as between "the Indemnifier" and "the Indemnified" be conclusive of the value of such "said material" and the said costs and expenses as also of the amount liable to be paid by "the Indemnifier" to "the Indemnified" in terms and for the purpose of, without necessity for "the Indemnified" to produce any voucher, bill or other documentation or evidence whatsoever in support thereof.

In witness whereof "the Indemnifier" have hereunto set and subscribed his hand this day and year first hereinabove written in the presence of witnesses.

Yours faithfully,

1.

2.

3.

WITNESSES:

1.

2.