



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

BID DOCUMENT

FOR

APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE FOR LOANS

(BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER/2012)

PREPARED AND ISSUED BY:

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
PROJECT EXECUTION OFFICE:**

c/o GAIL (INDIA) LIMITED

**3rd FLOOR, GTI BUILDING, PLOT NO-24,
SECTOR-16A, NOIDA-201 301, U.P., INDIA**

TEL. NO.: 0120-2517217/214; FAX NO.: 0120-2488394

E-MAIL: SK02404@GAIL.CO.IN; RMJAIN@GAIL.CO.IN

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SL. NO.

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SECTION - 1

**ISSUE LETTER OF BID DOCUMENT
NOTICE INVITING TENDER
CUT-OUT SLIPS**

ISSUE LETTER OF BID DOCUMENT

NAME OF JOB: APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE FOR LOANS.

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER/2012

One set of Bid document marked 'original' is hereby issued to:

Name of the Bidder: _____

Address of the Bidder: _____

The Bid Document is not transferable in any other name. Cut out slips are enclosed for pasting on relevant envelopes. In case of extension of deadline of bid receipt, the date specified on cut out slips shall be changed by bidder accordingly.

Within 3 days of receipt of the bid documents/downloading the same, Bidder shall complete and submit the acknowledgement letter as per Performa confirming whether or not the bidder intends to submit a bid. The Bidder must indicate the address of his bidding office in the acknowledgement letter along with Telephone/ Fax/ E-mail and names of contact persons. Bidder shall also indicate similar details of their office in Delhi, if any. In case bidder is not bidding, he should clearly state the reasons for non-submission of his bid.

(Ravindra Mohan Jain)
Chief Manager (C&P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
PROJECT EXECUTION OFFICE
c/o GAIL (INDIA) LIMITED
3rd FLOOR, GTI BUILDING, PLOT NO-24,
SECTOR-16A, NOIDA-201 301, U.P., INDIA
TEL. NO.: 0120-2517217/214; FAX NO.: 0120-2488394
E-MAIL: SK02404@GAIL.CO.IN; RMJAIN@GAIL.CO.IN

NOTICE INVITING TENDER



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

NOTICE INVITING TENDER

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER/2012

Dated: 29.12.2012

1.0 INTRODUCTION

- 1.1 M/s Brahma Putra Cracker & Polymer Limited (BCPL) hereinafter referred as "Owner" is putting up a grass root petrochemical complex at Lepetkata, Dibrugarh, Assam, involving Ethylene Cracker, Down Streams, Utilities and Offsite. M/s Brahma Putra Cracker & Polymer Ltd. (BCPL) is a Central Public Sector Undertaking & BCPL is a joint venture of GAIL (India) Limited with its equity participation of 70%, Oil India Limited with its equity participation of 10%, Numaligarh Refinery Limited with its equity participation of 10% and Govt. of Assam with its equity participation of 10%.
- 2.0 On this behalf, BCPL invites sealed bids for Appointment of Lead Arranger for Financial Closure for Loans on single stage two bid systems under Domestic Competitive Bidding basis from competent agencies with sound capabilities and meeting the qualification criteria as stated under sl. No. 3.0 below.

3.0 BID QUALIFICATION CRITERIA (BQC)

3.1 EXPERIENCE CRITERIA

Bidder or a consortium of member parties, not exceeding three, should have completed financial closure of a project for a minimum amount of **Rs. 500 Crores (Rupees Five Hundred Crores only)** on a project finance basis in Rupee Term Loan during last Seven years reckoned from the bid due date as a lead arranger. This experience criterion can be met in two different projects also.

In order to ascertain the eligibility of a consortium, the Leader of the Consortium must meet the minimum criteria as applicable for bidder as a single entity and each Member of the Consortium must have completed individually the financial closure of a project for a minimum amount of **Rs. 100 Crores (Rupees one hundred Crores only)** on a project finance basis in Rupee Term Loan during last seven years reckoned from the bid due date.

One of the parties of the consortium should act as a Leader of the Consortium. Further, any consortium member /leader is not allowed to participate in more than one bid and all such bids shall be rejected.

The Parties should also submit a copy of MOU signed for this purpose among the consortium members along with bid document.

All the members of consortium shall be jointly and severally liable for performance of the job.

Registered Office: **Hotel Brahma Putra Ashok, MG Road, Guwahati – 781 001, Assam;** Tel: 0361-2733554, Fax: 0361-2733556
Project Site Office: Admin Block, Main Fire Station Building, P.O. Lepetkata, Dibrugarh – 786 006, Assam, Tel: 0373-2914600, 2914606
Project Execution Office: **3rd Floor, GTI, Plot No. 24, Sector – 16A, Noida – 201 301;** Tel: 0120-2513102, Fax: 0120-2488392

3.2 **FINANCIAL CRITERIA**

The turnover/total income of the bidder or a consortium of member parties not exceeding three should be at least **Rs. 10 Crores (Rupees Ten crores only)** during any of the preceding three financial years (i.e. 2009-10, 2010-11 and 2011-12).

In order to ascertain the eligibility of a consortium, the Leader of the Consortium must meet the minimum criteria applicable for bidder as a single entity and each Member of the Consortium must individually have turnover/total income at least **Rs. 2 Crores (Rupees Two crores only)** during any of the preceding three financial years (i.e. 2009-10, 2010-11 and 2011-12).

General:

- 3.3 A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BQC as mentioned above. However, jobs executed for Subsidiary/Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such bidders shall submit these documents in addition to the documents specified at point no.3.5 below to meet BQC.
- 3.4 Bid submitted by bidder who is on holiday list of GAIL/ BCPL shall not be considered for opening and further evaluation.
- 3.5 The Bidder must furnish all necessary documents such as copies of work order/contract agreement clearly indicating scope of work and value of the contract, completion certificates of similar jobs executed, Annual Report including audited Balance Sheets or Audited Financial Statements, Audited Profit & Loss Account etc. along with the Bid in support of their meeting experience & financial Bidder's Qualification Criteria. BCPL reserve the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- 3.6 All supporting documents, pertaining to Bid Qualification Criteria submitted by the bidder shall necessarily be certified by Statutory Auditor of the bidder or a Chartered Accountant where audit of accounts is not mandatory as per Law.

4.0 **SALIENT FEATURES OF BIDDING DOCUMENT**

- a) Bidding Document No. : **BCPL/NOIDA/C&P/LEAD ARRANGER/2012**
- b) Bidding Document on Sale / : **From 31.12.2012 to 23.01.2013**
available on website
- c) Bid Document Fee (Non- : **Rs. 5,000/- (Rupees Five Thousand**
refundable **only)** in the form of DD/Pay order in
favour of Brahmaputra Cracker and
Polymer Limited, payable at Dibrugarh,
Assam.

- d) Pre-Bid Meeting : **1430 hours (IST) on 15th January, 2013** at BCPL, Noida office. (Bidders intending to attend must bring along Bid Document Fee)
- e) Due Date and time of receipt of Bids : **24.01.2013 up to 1400 Hours (IST)**
- f) Opening of Techno-Commercial (Un priced) Bid : **24.01.2013 at 1500 Hours (IST)** (In Presence of authorized representative of attending bidders).
- g) Place of receipt of bid and subsequently opening of bids. : Chief Manager/General Manager (C&P) Project Execution Office Brahmaputra Cracker and Polymer Limited c/o GAIL (India) Limited 3rd Floor, GTI Building, Plot No-24, Sector-16A, Noida-201 301, U.P, India.

5.0 GENERAL

- 5.1 The bid shall be submitted in the manner as described in Bid Document including its "Instructions To Bidders" (ITB).
- 5.2 Bid Document (non-transferable) can be purchased by interested Bidders on any working day (Monday to Saturday-except 2nd Saturday of Month) during sale period on written request and upon payment of non-refundable Bid Document Fee payable through crossed demand draft from an Indian Scheduled Bank, in favour of M/s Brahmaputra Cracker and Polymer Limited payable at Dibrugarh, Assam. Request for sending bidding document by post, courier or any other mode shall not be entertained.

The complete Bidding Document is also available on the website of GAIL (India) Limited (www.gailtenders.in), BCPL web site (bcplonline.co.in) & Government web-site (<http://eprocure.gov.in/cppp/relatedlinks>). Bidder can download Bidding Document. In such case, Bid Document fee shall accompany with the unpriced Bid submitted by the Bidder. SSI units registered with NSIC for similar works with valid certificate and Public Sector Undertakings/ Enterprises are exempted from furnishing bid document fee. In the event of Bid Document being cancelled due to any unforeseen reason, the Bid Document Fee shall be refunded to Bidders.

- 5.3 Bidder shall purchase Bidding Document in his own name and submit the bid directly. The Bid Document is non-transferable. Bid submitted by Bidder who have not purchased the Bidding Document either directly or through their authorized agent or have not downloaded the bidding document directly will be rejected. Bidder choosing to download bidding document shall do so in his own name and submit the bid directly.
- 5.4 Sealed Bids shall be received upto the due date and time as specified above. Bids received late due to any reasons whatsoever (including postal delays) shall be rejected and representative of such Bidder shall not be allowed to attend the bid opening. Incomplete offers shall not be considered for evaluation.

- 5.5 BCPL shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation or delivery of Bids, site-visit and other expenses incurred during bidding process.
- 5.6 During opening of un-priced bid, the name of Bidders who have submitted their bids will only be read out and no other information/details whatsoever, will be read out. Time and date of opening of Price Bids shall be intimated only to qualified and techno-commercially acceptable Bidder(s) at a later date.
- 5.7 BCPL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. Telex/ Telegraphic/ Fax/ E-Mail offers shall not be accepted.
- 5.8 BCPL reserve the right to accept or reject any bid in part or full, without assigning any reason whatsoever and also to give purchase preference to Public Enterprises, as admissible under the existing Government policies.
- 5.9 Bidders should submit Acknowledgement Receipt of this Bid document duly signed & stamped and confirm the submission of offer within 3 days of receipt of this Bid Document/downloading the same.
- 5.10 The subject work is indivisible and shall be awarded to single successful bidder.
- 5.11 If any of the day identified above happen to be BCPL holiday, the next working day shall be implied.
- 5.12 This Notice Inviting Tender is an integral part of the Bid Document.

(Ravindra Mohan Jain)
Chief Manager (C&P)
Brahmaputra Cracker and Polymer Limited
c/o GAIL (India) Limited
3rd Floor, GTI Building, Plot No-24,
Sector-16A, Noida-201 301
PH.: 0120-2517217/2517214
Fax No.: 0120-2488392
E-mail: rmjain@gail.co.in



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Joint Venture Company of GAIL (India) Ltd, OIL, NRL & Govt. of Assam]

NOTICE INVITING TENDER (NIT) DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER/2012

Brahmaputra Cracker and Polymer Limited (BCPL) invites sealed bids for the following job:

Name of job	Bid Document available on website/sale	Bid Due Date/Time
Appointment of Lead Arranger for Financial Closure for Loans	From 31-12-2012 to 23-01-2013	On 24-01-2013 Upto 1400 Hours (IST)

Contact person: GM (C&P)/CM (C&P), Brahma Putra Cracker And Polymer Limited c/o GAIL (India) Limited, 3rd Floor, GTI Building, Plot No-24, Sector-16A, Noida-201 301, U.P, India Telephone: 0120-2517217, 2517214, Fax: +0120-2488394 E-mail: sk02404@gail.co.in; rmjain@gail.co.in.

Detailed NIT and Bid Document can be downloaded from websites of GAIL (India) Limited (www.gailtenders.in), BCPL web site (bcplonline.co.in) & Government web-site <http://eprocure.gov.in/cppp/relatedlinks>.

GM (C & P)

CUT – OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

BID DOCUMENT NO. : BCPL/NOIDA/C&P/LEAD ARRANGER/2012

SUB : APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE FOR
LOANS

DUE DATE FOR RECEIPT OF BID : 24.01.2013 (UPTO 1400 HRS-IST)

DUE DATE FOR OPENING OF UNPRICED BID : 24.01.2013 (1500 HRS-IST)

FROM: M/S	TO: CHIEF MANAGER (C&P) BRAHMAPUTRA CRACKER AND POLYMER LIMITED, c/o GAIL (INDIA) LIMITED 3 RD FLOOR, GTI BLDG, HALL NO. 303, PLOT NO. 24, SECTOR – 16A, NOIDA, (U.P) PIN – 201301, INDIA.
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(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING TWO ENVELOPES OF PART-
A AND PART - B OF BIDS)

----- (to be cut from here)

DO NOT OPEN – THIS IS A QUOTATION

**(UN - PRICE BID)
PART - A**

BID DOCUMENT NO. : BCPL/NOIDA/C&P/LEAD ARRANGER/2012

SUB : APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE FOR
LOANS

DUE DATE FOR RECEIPT OF BID : 24.01.2013 (UPTO 1400 HRS-IST)

DUE DATE FOR OPENING OF UNPRICED BID : 24.01.2013 (1500 HRS-IST)

FROM: M/S	TO: CHIEF MANAGER (C&P) BRAHMAPUTRA CRACKER AND POLYMER LIMITED, c/o GAIL (INDIA) LIMITED 3 RD FLOOR, GTI BLDG, HALL NO. 303, PLOT NO. 24, SECTOR – 16A, NOIDA, (U.P) PIN – 201301, INDIA.
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(TO BE PASTED ON THE ENVELOPE CONTAINING TECHNO-COMMERCIAL OFFER I.E.
UN-PRICED BID PART - A)

DO NOT OPEN – THIS IS A QUOTATION

**(PRICE BID)
PART - B**

BID DOCUMENT NO. : BCPL/NOIDA/C&P/LEAD ARRANGER/2012

SUB : APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE FOR
LOANS

DUE DATE FOR RECEIPT OF BID : 24.01.2013 (UPTO 1400 HRS-IST)

DUE DATE FOR OPENING OF UNPRICED BID : 24.01.2013 (1500 HRS-IST)

FROM:	TO:
M/S	CHIEF MANAGER (C&P) BRAHMAPUTRA CRACKER AND POLYMER LIMITED, c/o GAIL (INDIA) LIMITED 3 RD FLOOR, GTI BLDG, HALL NO. 303, PLOT NO. 24, SECTOR – 16A, NOIDA, (U.P) PIN – 201301, INDIA.

(TO BE PASTED ON THE ENVELOPE CONTAINING PRICED I.E. PRICED BID PART - B)



SECTION - 2

INSTRUCTIONS TO BIDDERS (ITB)

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1.0 ARTICLE-1: COST OF BIDDING

- 1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and Brahmaputra Cracker and Polymer Limited (BCPL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.0 ARTICLE-2: BID DOCUMENT

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. Notice Inviting Tender (NIT) 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 bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid. Bidder must return the Agreed Terms and Conditions (as per Section – 6), duly filled in, along with original bid document issued by BCPL.

The services required, bidding procedure and Contract Terms are prescribed in the Bid Document.

2.2 Confidentiality of Documents

- 2.2.1 The Bid documents are non-transferable and shall be returned to the OWNER by any recipient who does not intend to submit a Bid.
- 2.2.2 The Bid documents are and shall remain the exclusive property of the OWNER without any right in the Bidder to use them for any purposes except for the purpose of bidding and for use by the successful Bidder with reference to the resultant contract.
- 2.2.3 On no account will any person to whom the Bid documents are furnished, part with the possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies of any drawings, plans or other documents comprised therein, it being understood that information given in the Bid documents is the proprietary and confidential information of the OWNER, and that the Bid documents are therefore being furnished only in the strictest confidence. The intending Bidder may, however, disclose the Bid documents and/or furnish copies in whole or part thereof to employees, consultant and/or potential Indian Engineering sub-contractors involved in the preparation of the Bid who have understood the proprietary and confidential nature of the documents and have undertaken to be bound by and maintain confidentiality.
- 2.2.4 The Bid of any bidder who contravenes any of the foregoing provisions hereof is liable to be rejected.
- 2.3 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.

3.0 ARTICLE-3: CLARIFICATION OF BID DOCUMENT

A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the NIT. BCPL will respond in writing by e-mail / Fax to any request for clarification of the Bidding documents which it receives not later than 03 days prior to the deadline for the Pre Bid meeting prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) by e-mail / Fax will be sent to all prospective bidders who have purchased the bid document/submitted acknowledgement cum consent letter as per Section-6 of the Bid Document.

4.0 ARTICLE-4: AMENDMENT OF BID DOCUMENT

- 4.1 At any time prior to the bid due date, BCPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid document. The same will also be web-hosted on websites as per details in NIT. The above will be issued in hard copy/e-mail to all bidders who have purchased the Bid Document. In case of downloaded Bidding Document from websites only these bidders who have submitted acknowledgement cum consent letter to BCPL shall be sent hard copy/e-mail. For the Amendments/ Corrigendum issued during the bidding period, bidders shall confirm the inclusion of Amendments/ Corrigendum in their bid. Bidder to note that only amendment to Bidding Document as issued by BCPL shall form part of the Bid Document.
- 4.2 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BCPL may, at its discretion, extend the bid due date.
- 4.3 Thus, Bidder shall examine the Bidding documents thoroughly and submit to BCPL any apparent conflict, discrepancy or error. BCPL shall issue appropriate clarification or amendment, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the services in accordance with the Bid Document & Amendment if any, if subsequently awarded the contract. Thus, Bidders are requested to resolve all issues before submission of bid and the Bid submitted shall be in total compliance of the Bidding Document.

All questions and clarifications related to Bidding documents shall be addressed in writing to:

General Manager / Chief Manager (Contracts & Procurement)
Brahmaputra Cracker and Polymer Limited
c/o GAIL (India) Limited
3rd Floor, GTI Building, Plot No-24,
Sector-16A, Noida-201 301, U.P.
Tel. No.: 0120-2517217/214; Fax No.: 0120-2488394/92
E-MAIL: sk02404@gail.co.in; rmjain@gail.co.in

5.0 ARTICLE-5 : LANGUAGE OF BID

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BCPL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

6.0 ARTICLE- 6: DOCUMENTS COMPRISING THE BIDS

- 6.1 The un-priced part of the bid prepared by the bidder shall comprise the following components:
- a) A Bid Form and a Price Schedule completed in accordance with Articles 7, 8 & 9.
 - b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 26.
 - c) Agreed Terms & Conditions as per Section-6 duly filled-in.
 - d) Details regarding their Bid-Qualifications alongwith the copy of work Order & Completion Certificate or such documents. (Authenticated as per format in Section-6).
 - e) Details of similar work executed in the last seven-years with work order / completion certificates indicating value of the job and names & postal address of client as per format in Section-6.
 - f) Declaration about the relationship, if any with BCPL's Director.
 - g) Written Power of Attorney authorizing the signatory of the bid to bind the bidder.

- h) All other documents / formats filled in required as per Bid Documents including Bidder General Information, Bid Form, Tender Fee, Letter of Authority, Check List etc. as per Annexure in Section – 6.
- i) Un-priced (i.e. with prices blanked out) part of Schedule of Rates with 'Quoted' written against each entry where prices have been quoted in Priced part.
- j) Bidder's General Information as per Annexure of Section-6.
- k) Details of Bidders' infrastructure in India as well as internationally.
- l) Details of local support office in India, if any.
- m) Stamped and signed copy of BCPL Bid Document and its Amendment, if any.
- n) Declaration that Bidder has not been banned/ de-listed.
- o) Any other document as may be required to substantiate the suitability of Bidder to BCPL.

7.0 **ARTICLE - 7: BID FORM**

- 7.1 The bidders shall complete the Bid Form and the Schedule of Rates furnished in the Bid Document, indicating the scope of work, a brief description of the services and prices.

8.0 **ARTICLE - 8: BID PRICE**

- 8.1 The bidder shall quote the prices in the Schedule of Rates attached to this Bid document.
- 8.2 Prices shall be quoted, in the prescribed Schedule of Rates by the bidder separately for each item of scope and in strict compliance to the format of the Schedule of Rates.
- 8.3 Prices quoted should be inclusive of fees towards complete scope of work, all taxes (except Service Tax), duties, levies, license fees and also payment towards third party charges towards surveys etc. Only service tax will be payable extra at actuals against documentary evidence and submission of cenvatable invoice to enable BCPL to avail cenvat benefits. If any portion of Service tax either in part or in full is non cenvatable, the same will be specifically informed by the bidder in its bid failing which complete Service tax as quoted by the bidder will be considered as cenvatable and will be paid accordingly against cenvatable invoice.
- 8.4 Inspection/Certification of all work/services at all stages shall be done by BCPL wherever BCPL so desires or by any third agency for which no extra charges shall be payable to the Bidder since all personal and incidental expenses of BCPL's Inspectors shall be borne by BCPL.
- 8.5 Conditional discount, if offered, shall not be considered for evaluation. Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids by BCPL and will not in any way limit BCPL 's right to contract on any of the price basis/terms offered basis.
- 8.6 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.
- 8.7 **Firm Price**
 - 8.7.1 Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.
 - 8.7.2 Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.
 - 8.7.3 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. BCPL shall deduct Tax Deduction at Source (TDS) applicable from the payments due to the bidder under the contract as per Government of India guidelines.
 - 8.7.4 In case of any new tax, the same will be reimbursed to Bidder against submission of documentary proof of payment to Govt. by the Bidder. In case of any increase in the taxes, duties, levies etc

after the submission of bids, the same shall be borne by the bidder. Also, if any existing tax in India is withdrawn or the rate is revised after the Bid Due Date; then on any payment due to the bidder under the contract other than tax on income, wealth or profits of the bidder, the OWNER shall be entitled to discount in the amount payable to the bidder of amount equivalent to the amount of such tax.

8.7.5 Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to or within India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Scope of Work.

8.7.6 No suo-moto reduction in price(s) by bidders is permissible after opening of the bid on Bid Due Date. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

9.0 ARTICLE – 9: BID CURRENCIES

9.1 The Expenditures to be incurred in India relating to this Contract shall be quoted in and be payable in Indian Rupees only.

10.0 ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

10.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period shall be rejected by BCPL as non-responsive.

The bidder shall not be entitled during the said period of 4 months, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

10.2 Notwithstanding Clause 10.1 above, BCPL may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax or e-mail.

11.0 ARTICLE - 11: FORMAT AND SIGNING OF BID

11.1 The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

11.2 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

12.0 ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

12.1 A copy of Bid Document shall be submitted duly signed and stamped along with the bid. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.

12.2 Amendments/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.

12.3 Bidders are advised to submit bids based strictly on the terms & conditions and scope contained in the Bid Document and not to stipulate any deviations.

12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

- 12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below :

Part-A: Techno-commercial/un-priced Bid

Part-B: Priced Bid

12.5.1 PART-A: TECHNO-COMMERCIAL/ UN-PRICED BID

- 12.5.1.1 **Part-A : Un-priced Bid** shall contain original and one copy of UN-PRICED BID complete with all technical and commercial details with Bid Form & other details as per Article-6 and Schedule of Rates identical to Part-B with Prices blanked out. The original and copy of un-priced bid shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid due date & time etc. and "UN-PRICED BID - DO NOT OPEN". The envelope shall also indicate the name and address of the bidder. In case of discrepancy, original Bid shall prevail over its copy for all purposes.

This is the "Techno-Commercial Bid". All the technical details of the project shall be given in this part of the offer.

12.5.2 PART-B: PRICED BID

- 12.5.2.1 **Part-B : Priced Bid** shall be submitted in duplicate with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and "PRICED BID - DO NOT OPEN."

Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the Bid Document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid. Any condition given in this Part shall not be considered and may render the bid liable for rejection.

Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

12.6 SEALING & MARKING OF BIDS

- 12.6.1a) The inner and outer envelopes shall be addressed to BCPL at the following address:

Brahmaputra Cracker and Polymer Limited c/o GAIL (India) Limited, 03rd Floor, GTI, Sector 16A, Plot No. 24, Noida-201301, Uttar Pradesh.

- b) Bear the words "Invitation of Bids for Appointment of Lead Arranger for Financial Closure for Loans for BCPL." the Bid Document No., and the words 'DO NOT OPEN BEFORE _____ HRS IST). ON (BID DUE DATE).
- c) in addition to the information required in sub-clause (a) and (b) above, the inner envelopes shall also indicate the name and address of the Bidder.

- 12.7 If the outer envelope is not sealed and not marked as required by para 12.6, the BCPL will assume no responsibility for the Bid's misplacement or premature opening.

13.0 ARTICLE - 13: BID DUE DATE

- 13.1 Bids must be received at the address specified in the Notice Inviting Tender (NIT) not later than the date and time specified in the Bid Document.

- 13.2 BCPL may, at its discretion, on giving reasonable notice by fax, courier or e-mail or any written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of BCPL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

14.0 ARTICLE - 14 : LATE BIDS

- 14.1 Any bid received by BCPL after the bid due date and time prescribed in Notice Inviting Tender (NIT) shall be rejected.
- 14.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.
- 14.3 All Bids received after the notified time and date of Bid Due Date will be treated as late tenders.
- 14.4 Unsolicited alterations or modifications of Bids received after the notified Bid Due Date & time shall not be entertained.
- 14.5 Unsolicited bids or bids being submitted to addresses other than the one specifically stipulated in the Bid documents will not be considered for evaluation if not received to the specified destination within stipulated date and time.

15.0 ARTICLE -15 : MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1 The bidder may modify or withdraw his bid after the bid submission, provided that the modification/withdrawal notice is received by the BCPL prior to the bid due date & time.
- The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of Article 12.6.
- 15.2 Subject to Article-17, no bid shall be modified subsequent to the deadline for submission of bids.
- 15.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.

16.0 ARTICLE - 16 : OPENING OF BIDS BY BCPL

- 16.1 The bids will be opened by the BCPL at their office at Brahmaputra Cracker and Polymer Limited c/o GAIL (India) Limited, 03rd Floor, GTI, Sector 16A, Plot No. 24, Noida-201301, UP in the presence of bidders' representatives (duly authorised by a competent person and having the Letter of Authority as per Proforma), who choose to attend, on date, time and venue as mentioned in the Notice Inviting Tender (NIT). The bidders' representatives, who are present, shall sign a register evidencing their attendance.
- 16.2 The bidder(s) names, modifications, bid withdrawals and such other details as BCPL, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of **un-priced bid**.
- 16.3 The Bidder's names, prices of Bids, all discounts offered, modifications and Bid withdrawals and such other details as BCPL, at its discretion, may consider appropriate, will be read out at the time of opening of **priced bids** of technically and commercially acceptable bidders.

17.0 ARTICLE - 17 : EVALUATION OF BIDS

- 17.1 BCPL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order. Bids will be evaluated in accordance with the Bid Qualification Criteria given along with the Bid Document. The price bid of only those bidders, who meet the Qualification criteria and if their bids, are found responsive, shall be opened.
- 17.2 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid within the scope of work, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All the deviations taken by bidder in its bid are to be withdrawn

by the bidder in favour of the Bid Document with no price implication. All responses to request for clarifications shall be in writing.

- 17.3 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.
- 17.4 Prior to the evaluation and comparison of bids pursuant to Article-19, BCPL will determine the substantial responsiveness of each bid to the bid document. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviations or reservations. BCPL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence. Bid determined as substantially non-responsive will be rejected by BCPL and may not subsequently be allowed by the BCPL to be made responsive by the bidder by correction of the non-conformity.
- 17.5 The complete scope of work and the basic scheme has been defined in the Bidding Document. The bidder who undertakes to take total responsibility for the complete scope of work as defined in the Bidding document shall only be considered.
- 17.6 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-
- i) **Period of validity of bids as per Article - 10 Instructions to Bidders (ITB)**
 - ii) **Force Majeure as per Article 3.19 of General Conditions of Contract (GCC)**
 - iii) **Resolution of Dispute/Arbitration as per Article-3.9 of GCC**
 - iv) **Firm Price**
 - v) **Completion Period of total scope of work**
 - vi) **Termination of Contract as per Article-3.16 of GCC**
 - vii) **Price Reduction Schedule as per Article 3.12 of GCC or its modification in clause 15.0 of Section - 4**
 - viii) **Payment Terms as specified in the Bid document**
 - ix) **Any advance sought by the bidder**
- 17.7 Bids not confirming to scope of services/requirements (**Refer Section 4**) as mentioned in Bid Document will be rejected.
- 17.8 Conditional Bids will be liable for rejection.
- 17.9 BCPL reserve the rights to give purchase preference to Public Enterprises as admissible under existing Government guidelines. Such decision by BCPL shall bear no liability whatsoever consequent upon such decisions.
- 17.10 BCPL shall evaluate the offer of Bidders considering the resource available for proper execution of works. In view of this, Bidders are required to furnish adequate details with respect to available/ spare/ additional resources along with the details of the resources planned to be deployed on the works under execution.
- 17.11 The subject work is indivisible and shall be awarded in part or full to single successful bidder. The bidder's bid shall be valid for part or whole work of Bid Document.
- 17.12 This Bid Document is open to any Bidder who meets the qualification criteria and other requirements specified in Bid Document, however, BCPL reserves the rights to reject a bid submitted by the bidder if the above bidder is on 'Holiday List' of BCPL/ or GAIL (India) Limited. BCPL reserves the rights to use in-house information while evaluating the bid.

18.0 ARTICLE - 18: OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders will be opened in public. The price bids of those bidders determined to be not substantially responsive will be rejected.

19.0 ARTICLE - 19 : COMPARISON OF BIDS

19.1 BCPL will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-17.

19.2 Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

19.3 The evaluated price of the bidders shall include total price inclusive of all taxes, duties, levies etc. except service tax as applicable under this contract.

19.4 All the items of Schedule of Rates will be added to determine L-1 bid (lowest cost to BCPL). Only non-cenvatable service tax will be added to determine above L-1 prices.

19.5 Negotiations will not be conducted with the bidders as a matter of routine. However, BCPL reserves the right to conduct negotiation with the lowest bidder.

20.0 ARTICLE - 20: CONTACTING BCPL

20.1 Subject to Article 17.0 no Bidder shall contact BCPL on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

20.2 Any efforts by a bidder to influence BCPL in BCPL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

21.0 ARTICLE - 21: AWARD CRITERIA

BCPL will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

22.0 ARTICLE - 22: BCPL'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 or bidders or; any obligations to inform the affected bidder or bidders of the ground for the BCPL's action.

23.0 ARTICLE - 23: NOTIFICATION OF AWARD

23.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing or by fax, e-mail to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Fax of Acceptance (FOA).

23.2 The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to Article - 24.

24.0 ARTICLE - 24: ACCEPTANCE OF ORDER

24.1 After the successful Bidder has been notified that his Bid has been accepted, BCPL will send to such bidder a Letter of Acceptance (LOA) incorporating the terms and conditions agreed between the parties.

24.2 BCPL will send the LOA to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to BCPL, in token of acceptance of the contract.

25.0 ARTICLE-25: INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this tender.

26.0 ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONGWITH THE UN-PRICED PART OF THE BID

It is expressly understood and agreed by and between(the Company) and Brahmaputra Cracker and Polymer Limited, (Indian Public Sector Undertaking) that Brahmaputra Cracker and Polymer Limited., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Brahmaputra Cracker and Polymer Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The (Company) expressly agrees, acknowledges and understands that Brahmaputra Cracker and Polymer Limited 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 contract. Accordingly..... (Company) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by M/s Brahmaputra Cracker and Polymer Limited, P.O. Lepetkata, Dibrugarh – 786006, Assam.

POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to:-
Brahmaputra Cracker and Polymer Limited c/o GAIL (India) Limited, GTI, Sector 16A, Noida, U.P. with a copy to Chief Finance Officer, Brahmaputra Cracker and Polymer Limited, Lepetkata, Assam

28.0 ARTICLE-28: BCPL'S BANKERS

BCPL's Bankers will be informed to successful Bidder.

29.0 ARTICLE-29: AUTHENTICATION OF BQC DOCUMENTS

All documents for the purpose of authentication in support of Experience as well as Financial Criteria of Bid Qualification Criteria (BQC) to be furnished by the bidders shall necessarily be certified by Statutory Auditor of the bidder or a Chartered Accountant where audit of accounts is not mandatory as per Law.

Accordingly, the following formats are included for compliance by Bidder. Bid to submit duly filled in Formats as applicable in the Bid/ RFQ documents:

- (i) Covering letter from Statutory Auditor/Chartered Accountant.
- (ii) Format-1 for Details of Similar Supply of Goods / Works / Services in past 7 years and certification from a Chartered Accountant in case audit of accounts is not mandatory as per Law in India.
- (iii) Format-2 for Details of Similar Supply of Goods / Works / Services in past 7 years and certification from a Statutory Auditor who audits Annual accounts of

bidder.

- (iv) Format-3 for Details of Financial Capability of the bidder

Formats are attached at Section-6.

30.0 ARTICLE-30: ACTION IN CASE OF SUBMISSION OF FALSE/FORGED DOCUMENT

- 30.1 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit (Bid Security), if any.
- 30.2 In case, the information/ document furnished by the vendor/ contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/ contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/ security Deposit, if any, withholding of payment etc.
- 30.3 In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/ contractor along with forfeiture of CPBG/ Security Deposit, if any, furnished by the vendor/ contractor.
- 30.4 Further, such bidder/ vendor/ contractor shall be put on Blacklist/ Holiday List of BCPL debarring them from future business with BCPL.

31.0 ARTICLE-31: 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 varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by the bidder, if any and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

32.0 ARTICLE-32: CONFIDENTIAL AGREEMENT

The successful Bidder is required to sign Confidential Agreement as per Format as attached at Section-6.

33.0 ARTICLE-33: PRE BID MEETING

- 33.1 The bidder(s) or his designated representative, who have purchased bid document,/ downloaded bid document are invited to attend a pre-bid meeting which will take place at BCPL, Noida office.
- 33.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 33.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax / e-mail to reach BCPL's office not later than 03 days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 33.4 The text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. It will also be web hosted. Any modification of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Owner exclusively through the issue of an Amendment pursuant to ITB Clause and not through the minutes of the pre-bid meeting.
- 33.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

34.0 ARTICLE-34: FORMATS

All the formats including Bid Form, Agreed Terms & Conditions, Authentication of BQC Documents etc. are placed in Section-6 of the Bid Document.



SECTION - 3

GENERAL CONDITIONS OF CONTRACT (GCC)

Note:

In this Document wherever GAIL (India) Limited is appearing, the same may be replaced by M/s Brahmaputra Cracker and Polymer Limited (BCPL). The address(s) of BCPL are as per Letter Head contained in the Bid Document.

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between GAIL and Consultant for Services as per this Bid document.

GAIL/OWNER shall mean GAIL (India) Limited

GAIL'S REPRESENTATIVE means the person appointed or authorized from time to time by GAIL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the GAIL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by GAIL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

- 3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Consultant shall in all professional matters act as a faithful advisor to GAIL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

- 3.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of GAIL.

ARTICLE 3.3: GAIL'S REPRESENTATIVE

3.3.1 GAIL shall nominate its Representative(s) who shall be entitled to act on behalf of GAIL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between GAIL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify GAIL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with GAIL's consent after getting approved his CV's from GAIL.

GAIL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to GAIL.

3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

3.5.1 GAIL shall pay for the services rendered as per stipulation in the tender through E-Banking only (through ICICI Bank, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.

3.5.2 Consultant will invoice GAIL according to the terms and conditions provided in the tender.

3.5.3 Payment terms will be as follows:

3.5.3.1 **For all consultancy jobs for preparation of reports**, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRR is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRR

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

3.5.3.2 **For Acquisition/Due diligence consultancy cases**; the payment terms will be as follows:

Stages	Payment (%age of lumpsum price)
a) On submission and acceptance of draft report	40%

- | | |
|--|-----|
| b) On submission and acceptance of Final report by GAIL | 20% |
| c) On formulation and submission of Bid | 15% |
| d) On negotiations, deal finalization and deal execution | 25% |
- If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

GAIL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

3.5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS, payment terms shall be as follows :

- | | |
|---|-----|
| - On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices | 95% |
| - After close out of Project on completion of job in all respects | 5% |

3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)

3.5.4 In case of disputes concerning invoice(s), GAIL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- GAIL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between GAIL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE – DELETED

ARTICLE 3.7: CONFIDENTIALITY

3.7.1 Consultant/GAIL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by GAIL/Consultant without the prior written consent of the latter.

3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

3.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

- 3.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by GAIL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.8.3 Consultant will not claim from GAIL any taxes paid by him.
- 3.8.4 GAIL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

- 3.9.1 GAIL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 3.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

GAIL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) 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 suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and GAIL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the GAIL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

- 3.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

The following is added:

- 1.0 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part - III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on web site www.gailonline.com (web site of GAIL (India) Limited – BCPL is a Joint Venture of GAIL (India) Limited, Oil India Limited, Numaligarh Refinery Limited and Government of Assam) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 2.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in

accordance with the afore said rules.

- 3.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 4.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 5.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 6.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 7.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 8.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

ARTICLE 3.10: LEGAL CONSTRUCTION

- 3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at New Delhi.

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 3.11.1 GAIL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, GAIL may request Consultant to resume the performance of the services, without any additional cost to GAIL.

3.11.5 In case of suspension of work by consultant on GAIL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.

3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to GAIL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

3.12.2 GAIL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and GAIL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which GAIL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of GAIL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 3.13: ASSIGNMENT

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of GAIL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep GAIL harmless and indemnify GAIL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to GAIL will be property of GAIL.

3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by GAIL for carrying out of any services with any third parties.

3.14.4 Consultant shall not without the prior written consent of GAIL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default

GAIL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as GAIL may authorise in writing) after receipt of the default notice from GAIL.

3.16.2 Termination for Insolvency

GAIL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GAIL.

3.16.3 Termination for convenience

GAIL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by GAIL till the date upon which such termination becomes effective.

ARTICLE 3.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of _____ as per proforma (**Annexure – B**) within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise GAIL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes

of Force Majeure, GAIL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither GAIL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the GAIL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE – 3.20: Rectification Period

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without GAIL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by GAIL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE – 3.21: Sub Contract

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by GAIL. Upon the request of GAIL, the consultant shall submit for GAIL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.22: Notices

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE – 3.23: Acquisition of Data

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. GAIL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.



SECTION - 4

Scope of Services and Special Conditions of Contract

Scope of Services and Special Conditions of Contract

1. Background

BCPL a joint venture company promoted by M/s GAIL India Ltd (GAIL), M/s Oil India Ltd (OIL), M/s Numaligarh Refinery Ltd (NRL) and Govt of Assam, with Equity contribution in the ratio of 70%; 10%; 10%; 10% respectively. The company is engaged in setting up a Petrochemical Complex at Lepetkata, Assam, based on the feed stock as natural gas from Oil India Limited (OIL) and Oil & Natural Gas Corporation Limited (ONGC) and Naphtha from Numaligarh Refinery Limited (NRL) in Assam.

The Project Configuration includes the separation of C2+ liquid from the available gas at GAIL's LPG Plant at Lakwa by installing a new Gas Sweetening Unit at Lakwa. The LPG Plant at Lakwa would be modified to produce C2 + liquid which will be transferred by pipeline to the Gas Cracker at Lepetkata. The rich gas from OIL shall be transferred by pipeline to Gas Cracker where C2 and C3 liquids shall be recovered and used as a feed for the Gas Cracker. The combined C2 + liquid and naphtha will be fed to the Gas Cracker to obtain ethylene and propylene for production of LLDPE, HDPE and Polypropylene.

All the above mentioned facilities are collectively referred to as "The Project". Accordingly, the following units have been configured:

UNIT	CAPACITY
Gas Sweetening Unit at Lakwa	1.0 MMSCMD
Gas Sweetening Unit at Lepetkata	6.0 MMSCMD
C2/C3 Unit	6.0 MMSCMD
Ethylene Cracker Unit	220,000 TPA
LLDPE/HDPE Swing Unit	220,000 TPA
Polypropylene unit	60,000 TPA

Byproducts

Raw Pyrolysis Gasolene :56,750 TPA

Fuel Oil :12,500 TPA

M/s. EIL (Engineers India Limited) is the PMC and all the three Licensors for HDPE/LLDPE Swing Unit, PP Unit and Gas Cracker Unit have been appointed.

Govt. of Assam has already allotted requisite land for the Petrochemical Complex and Township. Project enjoys various tax exemptions from Central and State Govt. like VAT, WCT, income tax exemption, entry tax exemption etc.

2. Project Approval by Cabinet Committee of Economic Affairs (CCEA) :

The project was approved by CCEA in April 2006 for an estimated project cost of Rs 5461 crore with a scheduled completion period up to April 2012. The project witnessed cost and time over run due to various unavoidable reasons. EPMC M/s Engineers India Limited prepared a detailed report of revised cost, revised schedule and reasons for time and cost overrun. BCPL prepared a proposal based on this report for seeking approval of revised cost and schedule on 28.12.2010 to Department of Chemicals and Petrochemicals (DCPC) under its administrative ministry of Chemicals and Fertilisers. DCPC constituted a

committee to examine the proposal. Based on the recommendations of committee, Pre PIB and PIB meetings have been held and after due diligence and appraisal by various authorities from Planning Commission, Ministry of Finance, Department of Programme Implementation etc and on the final recommendation by PIB, CCEA has accorded the approval for a revised cost of Rs 8920 crore and revised schedule for commissioning by December 2013.

The Promoters have executed a Joint Venture Agreement on 18.10.2006 for setting up of the Project. Accordingly, a Limited company by the name of Brahmaputra Cracker and Polymer Ltd (the "Borrower") has been incorporated by the Promoters, with an initial authorized capital of Rs 1200 crore in Guwahati, Assam which has been increased to Rs. 2000 crore in view of Revised cost of Project.

3. Project Progress:

Project Schedule key dates

- Zero Date : 10/09/2007
- Effective Start Date : 23/11/2009
- Mech. Completion. Date : 31/07/2013
- Commissioning : 31/12/2013
- Date of Commencement of Commercial Operation (DCCO): 30.06.2014

The status of physical and financial progress of the project as on 15th November, 2012 was as follows:

Physical Progress	84 % (Scheduled 89.9%)
Financial Progress	64.34%

	Amt (Rs crore)
Financial Commitment (15 th Nov. 12)	7942
Expenditure incurred (15 th Nov. 12)	5739

4. Project Cost & Means of Finance:

The cost and means of finance at the time of original sanction by CCEA in April 2006 were as follows:

Cost	Amount (Rs. Crore)	Means of Finance	Amount (Rs. Crore)
Approved Project Cost	5461*	Capital Subsidy	2138
		Equity	1041
		Debt	2083

*Includes additional IDC of Rs 199 crore

Debt Equity ratio considered was 2 : 1

Accordingly, the debt component of Rs 2083 crore was tied up with Oil Industry Development Board for an amount of Rs 327 crore and with a consortium of eight lenders led by Punjab National Bank for Rs 1756 crore.

The funds received for the project up to 15th November 2012 are as follows:

Capital Subsidy	Rs 3,701 crore
Equity	Rs 1,152 crore
Debt	
OIDB	Rs 327 crore
PNB led Consortium	Rs 650 crore
Total	Rs 5,830 crore

The cost and means of finance approved by CCEA in Nov 2011 have been decided as follows:

		Rs crore	
Cost	Amount (Rs. Crore)	Means of Finance	Amount (Rs. Crore)
Approved Revised Project Cost	8920	Capital Subsidy	4690
		Equity	1269
		Debt	2961

The debt equity ratio in the revised cost and funding is considered at 2.33 : 1

The debt component of Rs 2961 crore is further divided into following components:

Long Term Debt	Rs. Crores
OIDB (RTL)	577
Rupee Debt	776
ECB(8Years)	687
Total Long Term Debt (A)	2,040

Medium Term Debt	
ECB (5 Yrs)	671 (Backed by Promoters Guarantee)
OIL (5yrs)	250 (Loan from promoter)
Total Medium term (B)	921
Total (A + B)	2961

Rupee Debt Term Sheet should have an option for BCPL to raise upto Rs 687 crores through long term ECB and Rs. 671 Crore medium term ECB substitute the corresponding amount from the undrawn portion of the Rupee Debt.

The services of Lead Arranger are required for arrangement of Rupee term loan of Rs. 2,134 crores. Out of this amount, the option to raise up to Rs 687 crores through long term ECB and Rs. 671 crore medium term ECB to be exercised by BCPL at appropriate time.

It may be mentioned that on a reference to RBI to allow existing loans from PNB led consortium to be continued as a standard asset even after the change in DCCO, RBI vide its letter no DBOD No BP. 10318/21.04.048/2011-12 dated

10.01.2012 and vide letter No. 14389/21.04.048/2011-12 dated 22.03.2012 had accepted the same but without any relaxations to the prudential norms on restructuring with regard to provisioning and capital adequacy.

5. Credit Rating for BCPL's Credit Facility.

BCPL has received **CRISIL A+/stable** rating for a credit exposure of Rs. 2,134 Crore.

6. Appointment of a Lead Arranger :

BCPL proposes to pay back the loan taken from existing lenders from promoter funds / OI DB loan / capital subsidy and arrange long term debt through appointing a lead arranger. Therefore, it is proposed to execute the Project on a "Non recourse Project Finance" basis. Accordingly, the debt financing of the project will be based on inherent strength of the Project in terms of cash flows and agreements etc and not on the balance sheet strength of the Promoters except to the extent of equity contribution by the Promoters in the Company. In order to achieve the rupee debt financial closure of the Project, it is proposed to engage a lead arranger (the "Lead Arranger") on the terms and conditions set forth in the bid document.

7. Scope of Services of the Lead Arranger :

The scope of the services of the Lead Arranger will broadly be to achieve rupee debt financial closure of the project and shall inter alia include but not limited to preparation of information memorandum, presentation to the prospective lenders, identification of lenders, finalization of the loan and other related documents, negotiation with the lenders, short listing of various consultants like lenders engineers, lender insurance advisor etc., obtaining in principle approval from the lenders, obtaining final sanctions from the lenders, and such other assistance and advice as may be required for the purpose of achieving the financial closure.

The Rupee debt requirement of Rs 2134 Crore is required to be tied up for which services of Lead Arranger are required.

The present proposal of arrangement of debt of Rs. 2134 crore will be used for implementation of the Assam Gas Cracker Project, Assam.

In order to achieve the financial closure, following milestones are to be achieved by the Lead Arranger:

1. Preparation of Financial Information Memorandum after carrying out due diligence internally by Lead Arranger.
2. Obtaining final Sanction Letters from the Lenders without deviation on the term sheet approved by BCPL.
3. Signing of Loan Documents with Lenders
4. For carrying out necessary due diligence as mentioned in point no. 1 above, BCPL will give copy of DFR, Supplementary DFR and revised cost estimate done by EIL only and all other inputs required shall be arranged by Lead Arranger. Lead Arranger shall enter into confidentiality agreement with BCPL for this purpose.

5. Any deviation sought from the Term Sheet Principles mentioned at Annexure 'A'- Part I shall be only after acceptance by BCPL based on justifications to be given by Lead Arranger.

Lead Arranger will be responsible for the appointment of various agencies like lenders legal counsel, security agents, trust and retention agents, lenders engineers, lender insurance advisers etc. during the course of financial closure and thereafter with mutual consent of terms and conditions with the Borrower. **The borrower will deal only with the mandated Lead Arranger till the first disbursement of loan. Thereafter, Borrower will deal with the lead bank for subsequent disbursements.**

8. Financial Closure :

The financial closure for the Rupee debt component of Rs. 2134 crore of the Projects would be deemed to be achieved on the final sign off of the loan agreement and other related documents enabling the Borrower to make the loan draw down.

9. Major Term Sheet Principle

The major term sheet principle is mentioned in Annexure – A to this chapter. The bidder has to submit his offer considering terms and conditions mentioned at Annexure 'A' – Part I, II & III.

10. Confidentiality Agreement

The selected Lead Arranger will enter into a confidentiality agreement with the Borrower as per the format given in Section 6.

11. Time Period of Work

The time period of completion of financial closure and documentation relating to financial closure against each milestone will be as follows:

- | | |
|--|--|
| 1. Preparation of Financial Information Memorandum (FIM) | 10 days from the date of Award of work |
| 2. Term sheet principles | 10 days from approval of FIM by BCPL |
| 3. Submitting to BCPL final Sanction Letter | 50 days from the date of acceptance of Terms Sheet Principles by BCPL |
| 4. Signing of loan Documents with lenders | 10 days from the date of submission of final sanction letter |

All the above activities are to be completed within 90 days from the date of appointment of Lead Arranger.

12. Fixed Fees and Taxes and Duties

The fees quoted by the bidder/lead arranger shall remain fixed during the period of the agreement and is inclusive of all taxes and duties except service tax. Service tax shall be payable extra as applicable.

13. Terms of Payment

13.1 One time Fees as per SoR:

- a) Preparation of FIM: 100% fees shall be paid after acceptance of the documents by BCPL.
- b) Upfront Fees: Upfront fees will be paid to the lender directly. 50% of upfront fees is payable at the time of signing of the loan agreement for full amount of debt and balance 50% at the time of 1st drawl of the loan or six (06) months from the date of signing of loan agreement for the full amount whichever is earlier.
- c) Syndication fee for rupee term loan: 50% fees will be paid to the Lead Arranger at the time of signing of the loan agreement for the full amount of debt and balance 50% fees will be paid after the first disbursement of loan or six (06) months from the date of signing of loan agreement for the full amount whichever is earlier.
- d) Legal Council fees: 70% fees will be paid to the legal counsel directly after the signing off of the loan agreement for the full amount and balance 30% fees will be paid at the time of 1st drawl of the loan.
- e) Any other fees: 100% fees will be paid directly to the party (ies) after the signing off of the loan agreements for the full amount and on the certification of the Lead Arranger.

13.2 Recurring fees as per SoR:

- a) The fees towards Trusteeship, Facility Agent, TRA fees etc. would be payable annually directly to the appointed agency(ies) in consultation with the Lead Arranger after the signing of loan agreement.
- b) Any other fee if quoted by the bidder would be payable directly to the appointed agency (ies) in consultation by the Borrower with the Lead Arranger.
- c) Borrower will make the payments within 30 days of receipt of the respective invoices from the Lead Arranger/Lenders/Consultants.

14. Evaluation Methodology

Evaluation of the bid will be based on the least total cycle cost to the Borrower based on the rates and fees quoted by the Bidder in the schedule of rates i.e all items of SOR put together. For the purpose of calculating the total cycle cost of the borrowing, the following procedure will be adopted:

- i) Interest Rate (SOR item no. 1): based upon the BASE RATE plus/minus spread, the total interest liability during the duration of the loan will be calculated. The interest will be calculated on monthly basis, based upon the draw down and repayment schedule placed at Section -5. This

Schedule will be used only for the purpose of evaluation of bid and actual schedule may vary as per project requirement. The base rate on the bid due date will be taken for evaluation purposes.

- ii) One Time Fees (SOR item no. 2): Based on the amount quoted by the Bidder.
- iii) Annual Recurring Fee (SOR item no. 3): for the purpose of evaluation the annual recurring fee for the entire duration of the loan will be considered i.e. 10 years (8+2).

15. Price Reduction Schedule

The provisions of General Conditions of Contract are modified to following extent:

In case the lead arranger fails to complete the services within stipulated period of 90 days, then unless such failure is due to force majeure or due to BCPL's default, there will be reduction in fees payable to Lead Arranger @1/2 % for each week of delay or part thereof subject to maximum of 5 % of the total fees payable to Lead Arranger.

16. Priority of Contract Document:

Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract shall prevail over those of any other documents forming part of the CONTRACT, Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Consultant instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- i) The Contract Agreement
- ii) The Letter of Acceptance
- iii) Instructions to Bidders - ITB
- iv) Scope of services and Special Conditions of Contract
- v) General Conditions of Contract (GCC)
- vi) Any other document forming part of the Contract

17. Definition of Bidder:

Bidder means a single party (bidder) or a consortium of member parties (bidder) not exceeding three.

18. DFR & Financial Appraisal Report:

The bidders who have purchased the Bid documents can read the following documents in BCPL's Noida Office or obtain a copy of the same against signing of confidentiality agreement and submission of written request:

1. Supplementary DFR prepared by EIL at the time of approval in 2006 including Financial Appraisal Report prepared by IFCI based on above

2. EIL's report on revised cost and schedule
3. IFCI's appraisal report on EIL's report of revised cost and schedule
4. SBI Caps appraisal report
5. CCEA approval of revised project cost and schedule

Major Term Sheet Principles

General Terms

1. Project Cost & Means of Finance:

The cost and means of finance at the time of original sanction by CCEA in April 2006 were as follows:

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Debt Equity ratio considered was 2 : 1

Accordingly, the debt component of Rs 2083 crore was tied up with Oil Industry Development Board for an amount of Rs 327 crore and with a consortium of eight lenders led by Punjab National Bank for Rs 1756 crore.

The funds received for the project upto August 2012 are as follows:

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Equity	Rs 1,152 crore
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The cost and means of finance approved by CCEA in Nov 2011 have been decided as follows:

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Rupee Debt Term Sheet should have an option for BCPL to raise upto Rs 687 crores through long term ECB and Rs. 671 Crore medium term ECB substitute the corresponding amount from the undrawn portion of the Rupee Debt.

The services of Lead Arranger are required for arrangement of Rupee term loan of Rs. 2,134 crores. Out of this amount, the option to raise up to Rs 687 crores through long term ECB and Rs. 671 crore medium term ECB to be exercised by BCPL at appropriate time.

- 2 **Facility:** Rupee Term Loan (RTL) of Rs. 2,134 Crore.

The loan agreement shall have the provision whereby in the event of delay or failure by any participating Bank/Lender to disburse loan amount as per requirement of the project, the short fall if any, shall be made up by the other participating bank/lender on same terms & conditions.

In case such an issue arises, the participating banks can endeavor to make up the shortfall amount subject to their credit approval process.

- 3 **Additional Facility:** In the event of additional requirement of Debt Fund arising out of the change of scope of the project, the Lead Arranger will arrange such additional debt fund on best efforts basis in consultation with the Borrower.
- 4 **Availability:** From the date of 1st disbursement till 6 months from commencement of Commercial Operations Date ("DCCO"). However, the Borrower may avail an amount upto Rs. 100 Crore primarily towards retention payments to Contractors/ closure of contracts which may extend beyond 6 months from DCCO.
- 5 **Upfront Equity:** The promoters have already infused equity of Rs. 1,152 crore and therefore this clause is not applicable.
- 6 **Disbursements:** The Disbursement of Debt shall be as per draw down schedule which shall be discussed and mutually agreed subsequently between the Borrower and the Lead Arranger at the time of finalization of the detailed terms and conditions of the loan agreement with the lenders.

- 7 **Interest Rate:** The interest rate spreads for the Rupee Term Loan shall be as quoted by the bidder which shall be linked to the **Base rate** as indicated in the offer of the Lead Arranger. The interest rate quoted would be floating with the spread remaining constant throughout the tenor of the loan.
- 8 **Tenor:** The door-to-door tenor shall comprise construction period till DCCO and, 2 years of moratorium and 08 years for principal repayment thereafter.
- 9 **Creation of Security:** It is envisaged that the necessary security would be created within a period of 6 months from the date of signing of loan agreement.
- 10 **One Time Upfront Fee:** The upfront fees have to be quoted by the Bidder. The Borrower shall pay to lender directly as per the terms of payment in the bid document.
- 11 **Principal and Interest Payments:** The rupee term loan to be repaid in 96 (ninety six) equated monthly instalments commencing after 2 (two) years from DCCO (DCCO is 30.06.2014) and the interest to be paid monthly on the last date of every month from the date of drawl till closure of the loan.
- 12 **Prepayment Premium:** The Borrower shall at any time have the option to prepay the lenders on pro rata basis in part or in full the loan together with interest. However, no prepayment premium shall be payable if prepayment is made within 60 days notice and funds from promoters/internal accrual/additional equity.
- 13 **Default interest:** The default interest including events of default shall be discussed and mutually agreed subsequently between the Borrower and the Lead Arranger at the time of Finalization of the detailed terms and conditions of the loan agreement with the lenders. However, the Borrower shall pay penal interest of not more than 1% p.a. on the outstanding amount of default
- 14 **Commitment charges:** No commitment charges shall be payable by the Borrower for any un-drawn loan as per the draw down schedule mentioned in the loan document provided the borrower has given 30 days prior notice of any change in the agreed draw down schedule to the Lender. Lender will be entitled to commitment charges in the event of any failure of the Borrower to give the notice which shall not exceed 0.25% of the un-drawn amount. The final commitment charges and other terms shall be discussed and finalized between the Borrower and the Lender.
- 15 **Security:** The Term Loan would be secured by:
- First charge on the fixed assets (moveable and immovable) of the Company, both present and future except current assets where working capital lenders will have first charge. However the equitable mortgage of land will be done only to the extent of title deed available in respect of private land of 3391 bighas out of total land of 3522 bighas taken in to the possession for plant and township area exempting Government land of 131 bighas in view of difficulties in obtaining title deeds for the same.
 - Assignment in favour of lenders or its Agent of all rights, titles and interests of the company in, to and under all assets of the Project and all project documents, other agreements and contracts, permits and approvals to which the company is a party and relating to the Project.

- First charge on DSRA created to meet the debt service requirements for the ensuing 30 days principal and interest payment due to the Lenders.
- First charge on the Trust and Retention Accounts except DSRA (on pari-passu basis with working capital lenders).
- Second charge on the receivables, current assets etc. of the company.
There shall not be any pre-conditions entertained by BCPL for arranging any Corporate Guarantees from the Promoter companies.
- In the event of securing long/medium/short term loan through ECB route or any other mode additionally from any other(s) lender(s) abroad or inside India as per financing plan of the company, the prospective lenders will also have proportionate first charge on fixed assets (movable and immovable) of the company both present and future except current assets where working capital lenders will have first charge and all existing and prospective lenders will have second charge on pari-passu basis subject to compliance of RBI guidelines for ECB Loan.

16 **Ranking of Security:** The above security for Lenders will rank pari-passu with charges created in favor of all Term Lenders participating in financing the Project.

Annexure 'A' –Part - II

Loan Agreement Conditions

The following conditions shall be discussed and mutually agreed between the Borrower and the Lead Arranger at the time of Finalization of the detailed terms and conditions of the loan agreement with the lenders.

1. Appointment of Lenders' Independent Engineer ("LIE"), Lenders Legal Counsel ("LLC"), Lenders Insurance Advisor if any (collectively, the "Consultants") in consultation with the Lenders. The cost of services of these consultants shall be quoted by the Bidder and shall be paid by the Borrower to the concerned agencies as per the terms of payment in the bid document.-.
2. The Project Cost may be reviewed by the LIE. However, the bidder has to accept the Project cost as per the Detailed Feasibility Report prepared by M/s Engineers India Ltd. (EIL) and approved by the Cabinet Committee of Economic Affairs (CCEA) and Financial Appraisal Report prepared by M/s IFCI. M/s BCPL will not carry out any updation of these DFR and Financial Appraisal Reports. However, the bidder may carry out their internal due diligence on these reports at their own cost. As per the CCEA approval any revision in the Project cost will be reviewed by the CCEA.
3. The preliminary and pre-operative expenses shall be allowed as a part of the Project cost only to the extent they are found to be reasonable, as examined by Lender Independent Engineer (LIE), and to the extent that they are certified by the auditors of repute that they have been actually incurred by the Borrower and related to the Project.
4. A minimum of 51% equity shares of the Borrower will be held by the Promoters during the currency of the Facility.
5. In the event of any cost savings on account of custom duties / other taxes & duties or any other item of expenditure, a proportionate reduction in debt and equity would take place. However, the Borrower shall have the right to utilize the cost savings for any other unforeseen expenditure relating to the Project.
6. The Borrower shall furnish to the lenders such information and data as may be required by lenders to ensure that the physical progress as well as the expenditure incurred on the Project are reasonable in line with schedule.
7. The Lenders shall have access to the cost records of the Project at any time during the implementation of the Project as also before final disbursement of the Facility.
8. The Lenders will be entitled to appoint one (1) nominee on behalf of all the Lenders on the Board of the Borrower during the currency of the loan.
9. The Borrowers shall obtain adequate insurance cover both during construction phase and operation phase, as per advice given by Lenders' agent and assign all insurance policies pertaining to the Project plan in favor of lenders.

10. M/s Engineers India Ltd (EIL) has been appointed the Project Management Consultant (PMC) for the project.
11. Provide any other document as may be requested and mutually agreed for the review of the lenders.
12. Such other terms and conditions such as appointment of key executive positions, insurance of the project during construction and operation, matters relating to Audit, lenders right to visit the site and facilities.
13. Any other terms and conditions which are provided for in the loan agreement as per general industry practice.

Annexure 'A'- Part III

Conditions Precedent to 1st Disbursement

The following conditions precedent to 1st disbursement shall be discussed and mutually agreed between the Borrower and the Lead Arranger at the time of Finalization of the detailed terms and conditions of the loan agreement with the lenders.

1. Execution of the Raw Material Supply Agreement with ONGC / OIL/ NRL.
2. Necessary approvals from statutory authorities, the GOI and RBI for foreign currency transactions etc, if required.
3. Promoters and other shareholders have brought in up-front equity if any.
4. The land required has been acquired for the project by the Company and possession of the land has been taken.
5. Signing of the necessary loan agreement including Trust and Retention Agreement and establishment of Trust and Retention Accounts.
6. Compliance with Memorandum of Association and Articles of Association and Companies Act with regard to borrowing power of the borrower.
7. Financial Covenant, if any, to be decided mutually between the borrowers & lenders at the time of signing of loan agreement.



SECTION - 5

SCHEDULE OF RATES

SCHEDULE OF RATES (SOR)

S.No.	Description	Unit	Amt. in Rs	Service tax in%
1	Interest Rate i. Bank base rate ii. Margin +/- Net Rate of Interest (i +/- ii) The bidder will provide the self certified Bank BASE RATE (floating) as on the bid due date.	% per annum % per annum		
2.	One Time Fee (Rupee Term loan – Rs 2,134 crores) a) Payable to Lead Arranger: i. Preparation of FIM ii. Syndication Fee for rupee term loan b) Payable to Lender/Lead Lender: iii. Upfront Fee iv. Lenders Legal Council Fee v. Any other fee (please specify#) Total (i+ii+iii+iv+v)	Lumpsum Lumpsum Lumpsum Lumpsum Lumpsum	Rs Rs Rs Rs..... Rs..... Rs.....	
3.	Recurring Fee - per annum for Rupee Term loan of Rs 2,134 crores i. Trusteeship Fees ii. Facility Agent Fee iii. TRA fee iv. Any other fee (specify head wise) Total 3 (i+ii+iii+iv)	Lumpsum Lumpsum Lumpsum Lumpsum	Rs..... Rs..... Rs..... Rs..... Rs.....	

Specify head wise as per scope of Bid Document (i.e. for LIE, LLC, Lender Insurance Advisor etc.)

Notes:

- Above rates are inclusive of all taxes and duties except service tax which shall be payable extra as applicable against documentary evidence.

2. No other reimbursement of expenses other than the quoted rates/fee shall be payable.
3. The Bidder must quote all items of SOR, failing which the bid submitted is liable for rejection.
4. The evaluation shall be carried considering all above items of SOR put together.
5. The quoted rates of interest shall be uniform for the entire period of loan including construction period.
6. Indicative drawdown and repayment schedule for evaluation purpose only as per clause 14 of section- 4 of Bid Document are attached below.

(Signature & Seal of Bidder)

**INDICATIVE DRAWDOWN AND REPAYMENT SCHEDULE FOR EVALUATION
PURPOSE ONLY AS PER CLAUSE 14 OF SECTION- 4 OF BID DOCUMENT**

A) DRAW DOWN SCHEDULE:

Year	Period	Amount (in Crore of Rupees)
2013-14	By 30.06.2013	650.00
	By 31.07.2013	126.00
	By 31.01.2014	687.00
2014-15	By 30.04.2014	671.00
	TOTAL	2,134.00

B) REPAYMENT SCHEDULE:

The repayment of Loans (Principal) is envisaged in 96 monthly equal instalments with a Moratorium Period of 2 years commencing from DCCO (Date of Commencement of Commercial Operation i.e. 30.06.2014)

Sl no.	Date of Payment	Amount (in Crore of Rupees)
1	30 June 2016	22.23
2	31 July 2016	22.23
3	31 August 2016	22.23
4	30 September 2016	22.23
5	31 October 2016	22.23
6	30 November 2016	22.23
7	31 December 2016	22.23
8	31 January 2017	22.23
9	28 February 2017	22.23
10	31 March 2017	22.23
11	30 April 2017	22.23
12	31 May 2017	22.23
13	30 June 2017	22.23
14	31 July 2017	22.23
15	31 August 2017	22.23
16	30 September 2017	22.23
17	31 October 2017	22.23
18	30 November 2017	22.23
19	31 December 2017	22.23
20	31 January 2018	22.23
21	28 February 2018	22.23
22	31 March 2018	22.23
23	30 April 2018	22.23
24	31 May 2018	22.23
25	30 June 2018	22.23
26	31 July 2018	22.23
27	31 August 2018	22.23
28	30 September 2018	22.23
29	31 October 2018	22.23
30	30 November 2018	22.23
31	31 December 2018	22.23
32	31 January 2019	22.23

33	28 February 2019	22.23
34	31 March 2019	22.23
35	30 April 2019	22.23
36	31 May 2019	22.23
37	30 June 2019	22.23
38	31 July 2019	22.23
39	31 August 2019	22.23
40	30 September 2019	22.23
41	31 October 2019	22.23
42	30 November 2019	22.23
43	31 December 2019	22.23
44	31 January 2020	22.23
45	29 February 2020	22.23
46	31 March 2020	22.23
47	30 April 2020	22.23
48	31 May 2020	22.23
49	30 June 2020	22.23
50	31 July 2020	22.23
51	31 August 2020	22.23
52	30 September 2020	22.23
53	31 October 2020	22.23
54	30 November 2020	22.23
55	31 December 2020	22.23
56	31 January 2021	22.23
57	28 February 2021	22.23
58	31 March 2021	22.23
59	30 April 2021	22.23
60	31 May 2021	22.23
61	30 June 2021	22.23
62	31 July 2021	22.23
63	31 August 2021	22.23
64	30 September 2021	22.23
65	31 October 2021	22.23
66	30 November 2021	22.23
67	31 December 2021	22.23
68	31 January 2022	22.23
69	28 February 2022	22.23
70	31 March 2022	22.23
71	30 April 2022	22.23
72	31 May 2022	22.23
73	30 June 2022	22.23
74	31 July 2022	22.23
75	31 August 2022	22.23
76	30 September 2022	22.23
77	31 October 2022	22.23
78	30 November 2022	22.23
79	31 December 2022	22.23
80	31 January 2023	22.23
81	28 February 2023	22.23
82	31 March 2023	22.23
83	30 April 2023	22.23
84	31 May 2023	22.23
85	30 June 2023	22.23
86	31 July 2023	22.23
87	31 August 2023	22.23

88	30 September 2023	22.23
89	31 October 2023	22.23
90	30 November 2023	22.23
91	31 December 2023	22.23
92	31 January 2024	22.23
93	29 February 2024	22.23
94	31 March 2024	22.23
95	30 April 2024	22.23
96	31 May 2024	22.15
TOTAL		2,134.00

NOTES:

1. The above schedule shall be used for evaluation of the offers received only.
2. The final drawdown and repayment schedule shall be finalized with the Successful Lead Arranger / Lenders at the time of the loan agreement.



SECTION - 6

ANNEXURES

BIDDER'S GENERAL INFORMATION

To
BRAHMAPUTRA CRACKER AND POLYMER LIMITD
Noida, U.P.

NAME OF WORK: APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE FOR LOANS.

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER2012

1. Name of Bidder/Firm

2. Status of Firm _____ Proprietorship Firm / Partnership Firm /Limited Firm / Private Firm
3. Number of Years in Operation

4. Registered Address

5. Operational Address [if different from above]

6. 'Telephone' Number _____
[Area Code] [Number]
7. 'E-mail ID' & 'Web Site'

8. 'Fax' Number _____
[Area Code] [Number]
9. 'ISO Certification' [If Any] _____ If 'Yes', Please Furnish Details:
10. 'PAN' [Number] _____ [Enclose Copy of 'PAN Card']
11. 'Service Tax' Number _____ [Enclose Copy of 'Service Tax
Registration Certificate']

Place:
Date:

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

ACKNOWLEDGEMENT CUM CONSENT LETTER

FAX NO.: 0120-2488392, 2488394

To

Brahmaputra Cracker and Polymer Limited
C/o GAIL (India) Limited, 3rd Floor, GTI Building
Plot No. 24, Sector – 16A, Noida – 201 301, U.P.

NAME OF WORK: APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL
CLOSURE FOR LOANS.

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER2012

Dear Sir,

We acknowledge the receipt of your invitation to Bid for subject work, which was received on _____ and understand that the documents received remain the property of M/s Brahmaputra Cracker and Polymer Limited. We indicate below our intention with respect to the Notice Inviting Tender.

(A) We intend to bid as requested and furnish following details:

QUOTING OFFICE:

- (i) FULL POSTAL ADDRESS _____

(II) TELEPHONE NUMBER: _____
(III) TELEFAX NUMBER: _____
(IV) CONTACT PERSON: _____

DELHI OFFICE ADDRESS (IF ANY)

- (I) POSTAL ADDRESS: _____
(II) TELEPHONE NUMBER: _____
(III) TELEFAX NUMBER: _____
(IV) CONTACT PERSON: _____

(B) We are unable to bid for the reasons given below and hereby return the Bid Document.

BIDDER'S NAME: _____
SIGNATURE: _____
NAME : _____
DESIGNATION: _____

DATE: _____

(Signature of the Bidder)

CHECK LIST FOR SUBMISSION OF BID

(Mark ☒ In Appropriate Box As Applicable)

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 1. | Confirm original Bid Document and its amendment if any signed on each page included in the Bid | Yes | ☐ | No | ☐ |
| 2. | Confirm rates have been filled without any condition & deviation and submitted in sealed envelope marked "Priced Part". | Yes | ☐ | No | ☐ |
| 3. | Confirm copy of Audited Balance Sheets for last three years given | Yes | ☐ | No | ☐ |
| 4. | Confirm submission of Bid-Qualification Criteria Requirements | Yes | ☐ | No | ☐ |
| 5. | Confirm submission of proposed plan alongwith the details for carrying out the subject job. | Yes | ☐ | No | ☐ |
| 6. | Confirm copy of Power of Attorney submitted | Yes | ☐ | No | ☐ |
| 7. | Confirmation regarding relationship with the BCPL's Director, if any | Yes | ☐ | No | ☐ |
| 8. | Confirm submission of Bid Form | Yes | ☐ | No | ☐ |
| 9. | Confirm submission of filled in Agreed Terms and Conditions | Yes | ☐ | No | ☐ |
| 10. | Confirm submission of Tender Fee | Yes | ☐ | No | ☐ |
| 11. | Confirmation regarding submission of all other relevant documents as per Bid Document. | Yes | ☐ | No | ☐ |

(Signature of Bidder)

Bid Form

Date:

To:

Brahmaputra Cracker and Polymer Limited (BCPL)

c/o GAIL (India) Limited, 03rd Floor, GTI, Sector 16A,
Plot No. 24, Noida-201301, UP

NAME OF WORK: APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL
CLOSURE FOR LOANS.

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER/2012

Dear Sir,

Having examined the above Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions of bid document and its amendments, if any.

We undertake, if our bid is accepted, to complete entire work as specified in the Bid document within the completion schedule specified therein.

We agree to abide by this bid for a period of four months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 20__

Bidder's Name:
Signature of authorized signatory
Name: -----

Date:

Designation:

Place:

Seal:...

CONTRACT AGREEMENT FORM

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2012 between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Brahmaputra Cracker and Polymer Limited hereinafter called “BCPL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

BCPL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in Bid Document of BCPL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

BCPL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by BCPL upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONSULTANT hereby covenants with BCPL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
- 2. In consideration of the due provision execution and completion of the said Job, BCPL does hereby agree with the Agreement that BCPL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by BCPL at the

amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for
and on behalf of BCPL
(Brahmaputra Cracker and Polymer Limited)

Signed and Delivered for
and on behalf of

M/s _____

Date : _____
: _____

Date

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name M/s

NAME OF WORK: APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE FOR LOANS.

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER/2012

Offer Ref.....

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<i>S. No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Bid Document.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the Bid document.	
3.	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract (except Service Tax) including all costs towards carrying out any surveys, travel to India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.	
4.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.	
5.	Bidder's name and address	
6.	Confirm that quoted prices shall remain firm till completion of Job.	
7.	Please confirm the quoted prices are in Indian Rupees.	
8.	Confirm acceptance of Completion period as per requirement Specified in Bid Document	
9.	Confirm complete technical literatures/ catalogues and Users reference list submitted along with offer.	

S.No.	Description	Bidder's Confirmation
--------------	--------------------	------------------------------

- | | | |
|-----|--|--|
| 10. | Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Bid Document. | |
| 11. | Confirm that in case of delay in completion beyond contractual completion date the invoice shall be submitted for the amount duly reduced to the extent of PRS against each phase. | |
| 12. | Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account. | |
| 13. | Confirm acceptance of relevant Terms of Payment as specified in the Bid Document. [Payment terms indicated in Bid Document do not provide for any advance payment to be made to the bidder(s)]. | |
| 14. | Confirm acceptance in toto of the Terms & Conditions contained in- <ul style="list-style-type: none"> i) Instructions to Bidders ii) General Conditions of Contract (GCC) iii) Scope of services and Special Conditions of Contract iv) All other commercial documents/ attachments of Bid Document. | |
| a) | In case of reservations, confirm that clause wise comments have been specified as annexure to this format. | |

<i>S.No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
--------------	--------------------	------------------------------

- | | | |
|-----|---|--|
| | b) All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by BCPL. | |
| 15. | The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of BCPL or the Bidder is a firm in which any Director of BCPL or his relative is a partner or the Bidder is a private company in which any Director of BCPL is a member or Director. | |
| 16. | All correspondence must be in English Language only. | |
| 17. | Indicate Name & Contact No. (Telephone/Fax No.) of person(s) to whom queries, if any, are to be addressed against your bid. | |
| 18. | BCPL reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete. | |
| 19. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. | |
| 20. | Bidder to note that requirement of Performance Bank Guarantee as per General Conditions of Contract is deleted. | |

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature	_____
Name	_____
Designation	_____
Office Stamp	_____
Tel No.	_____
Fax No.	_____

**Proforma of Letter of Authority for Attending the
Bid Opening / Signing the Agreement**

No.

Date:

Brahmaputra Cracker and Polymer Limited (BCPL)

c/o GAIL (India) Limited, 03rd Floor, GTI, Sector 16A,
Plot No. 24, Noida-201301, UP

Attn.: Mr. Sunil Kumar; GM (C&P)/ Mr. Ravindra Mohan Jain; CM (C&P)

NAME OF WORK: APPOINTMENT OF LEAD ARRANGER FOR FINANCIAL CLOSURE
FOR LOANS.

BID DOCUMENT NO: BCPL/NOIDA/C&P/LEAD ARRANGER/2012

Dear Sirs,

We.....do hereby confirm that Mr. (name and address)
_____ is/are authorised to represent us for bid opening and
signing of the Agreement on our behalf with you against your above cited Bid Document.

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

BIDDER'S EXPERIENCE

Sl. No.	Experience in similar jobs	Company Name	Contract Number & Year	Value

Signature _____
Name _____
Designation _____
Office Stamp _____

DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BCPL immediately at the following address:

Brahmaputra Cracker and Polymer Limited (BCPL) c/o GAIL (India) Limited, 03rd Floor, GTI, Sector 16A, Plot No. 24, Noida-201301, UP

Attn.: Mr. Sunil Kumar; GM (C&P)/ Mr. Ravindra Mohan Jain; CM (C&P)

Tel: 0120- 2517217/ 0120-2517214

Fax: 0120-2488394

In the event such written notice is not received at the aforementioned office within three (03) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BCPL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

AUTHENTICATION OF BQC DOCUMENT

(COVERING LETTER ON LETTER HEAD)

To,

Date:

Sub: Certificate regarding

Dear Sir,

We (name of Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place
Date

(Signature)
Name of Authorised Signatory
. Membership no.:

Encl.: As above

Notes:

1. Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.
2. Formats 1 to 3 are as per Article 29.0 of Instructions to Bidders of Bid Document.

**FORMAT FOR CERTIFICATE FROM CHARTERED ACCOUNTANT
FOR DETAILS OF SIMILAR SUPPLY OF GOODS/WORKS/ SERVICES
IN PAST 7 YEARS**

**(Applicable for cases where bidder's account are not audited by
Statutory Auditor as per Law / Jurisdiction)**

Name of the Work	
Name, address and contact details of client	
P.O /W.O No.	
Scope of work of Bidder	
Date of commencement of the project/work	
Date of completion of the project/work	
Total executed value from the project/work (Specify currency and amount)	

- (i) Copies of Letter of awards/ Order/ Work Orders and completion certificate (in case of works/ services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
- (ii) The Supply/Work/Services completed earlier than 7 years need not be indicated here.
- (iii) The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name: Designation: Seal:

FORMAT FOR CERTIFICATION BY CHARTERED ACCOUNTANT

**Certificate from the Chartered Accountant regarding
Supply of Good/ Works/ Services**

Based on its books of accounts and other published information authenticated by it, {this is to certify that LOA/ PO/ WO No.....dated was awarded to
..... (*Name of Client*) to execute
Supply/Work/ Service). The Supply/Works/Services commenced on
and was/ is likely to be completed on (date). It is certified that the total value of contract/order executed by (name of bidder) was
..... (*Specify Currency and amount*) and completed value was
..... (*Specify Currency and amount*).

Name of Audit Firm/:

[Signature of Authorized Signatory]

Chartered Accountant Name:

Date:

Designation:

Seal:

Membership No.:

**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/
WORK/SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS**
(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)

S. No	Description of the Goods/works/ Services	LOA/PO/WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/ Order (Specify Currency Amount)	Date of Commence-ment of Work/ Services or supply of goods	Scheduled Completion Time (Months), Delivery Schedule	Date of Actual Completion/ Supply	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)
P1 refer instruction								

Place:

[Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Instructions:

1. Copies of Letter of awards/ Order/ Work Orders and completion certificate (in case of works/ services) or MN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
2. The Supply/Work/Services completed earlier than 07 years need not be indicated here.
3. The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each Order in this Annex. The orders cited must comply with the Bid Evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/ Quotation. Bidder should also refer to the Instructions below.
5. A separate sheet should be filled for each LOA/Work Order/ Purchase Order.
6. Certificate from the Bidder's statutory auditors must be furnished in the format below for LOA/Work Order/ Purchase Order mentioned above (separately for each orders).
7. It may be noted that in the absence of above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

Certificate from the Statutory Auditor regarding Supply of Good/ Works/ Services

Based on its books of accounts and other published information authenticated by it, {this is to certify that LOA/

PO/ WO No.....dated was awarded to
..... (*name of the Bidder*) by (Name of Client) to
execute (name of Supply/Work/Service). The Supply/works/services commenced on
..... (*date*) and was/ is likely to be completed on (date). It is certified that the
total value of contract/order executed by (name of bidder) was
.....(*Specify, Currency and amount*) and completed value was (Specify
Currency and amount).

Name of Audit Firm:
Date: Name:

[Signature of Authorized Signatory] Chartered Accountant

Designation:
Seal:

Membership no.

**• FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT*
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE
BIDDER (For Supply of Goods/ Works/ Services)**

We have verified the Annual Accounts and other relevant records of M/s _____
Name of the bidder) and certify the following:

A. ANNUAL TURNOVER OF LAST 3 YEARS:

	Year	Amount (Rupees)
Year 1		
Year 2		
Year 3		

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year
	Amount (Rupees)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant Name:Date:Designation:

Seal:

Membership No.

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Bid document. Failure to do so would result in the Proposal being considered as non responsive.
- For the purpose of this Bid 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 and Free Reserves & Surplus"
- * Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

CONFIDENTIALITY AGREEMENT

This Agreement is made on _____ (dated) by and between:
Brahmaputra Cracker and Polymer Ltd (hereinafter called as the “Disclosing Party”), a company registered under Companies Act, 1956 and having its registered office at Hotel Ashok Brahmaputra ,MG Road Guwahati and

(hereinafter each called a “Recipient” and together, the “Recipients”)

Now, this Agreement witness that:

As part of its work, the Recipients will receive certain nonpublic strictly confidential or proprietary information, including, but not limited to, data, records, reports, correspondence, notes, studies, document and contract formats, and other information disclosed about the disclosing party directly or indirectly by the disclosing party and/or its respective affiliates, management, consultants, directors, advisors and agents (the “Confidential Information”).

Any Confidential Information disclosed by the Disclosing Party and/or any of its respective affiliates, management, Consultants, directors, advisors or agents under this agreement, irrespective of whether it is marked confidential or not shall be treated by Recipients as Confidential.

In Consideration for the Disclosing Party agreeing to disclose the Confidential Information to the Recipients, each Recipient, severally, hereby undertakes and agrees as follows:

1. Each Recipient undertakes that any Confidential Information which the Disclosing Party discloses to a Recipient, or to any director, officer, employee, agent or other representative of Recipient or its affiliates, in any form which in anyway is required for Recipient’s work with BCPL shall be retained in strict confidence and shall not be disclosed or caused or permitted to be disclosed or discussed, published, reproduced or otherwise directly or indirectly to any third party without BCPL’s prior written approval and shall not be used by such Recipient for any reason other than to conduct the work assigned to it by BCPL. The obligation of such Recipient to retain confidential Information in confidence shall not apply to:
 - a) Information which is now in or hereafter enters the public domain other than as a result of a disclosure by such Recipient in violation of this agreement; or
 - b) Information that was or becomes available to such recipient on a non confidential basis from a source other than the disclosing party or its advisors, provided that such source was not known by such Recipient to be bound by any agreement with the disclosing party to keep such informational confidential; or
 - c) Information that was independently developed by such Recipient or its advisors; or such information, which such Recipient discloses under direction for compliance from statutory, government and judicial authority; or
 - d) Information which it is reasonably necessary to disclose in contacting Potentials investors, buyers, sellers or offerees, as applicable

Provided, however, that

- b) The burden shall be on such Recipient to prove the applicability of one or more of the foregoing exceptions by documentary evidence should the disclosing party question the applicability of such exceptions;
 - c) With respect to clause (d) above, such Recipient provide the disclosing party with prompt written prior notice of any request or legal proceeding (to the extent permitted by law) through which such Recipient may be required to disclose such information under operation of law, rule or legal process.
2. Each Recipient agrees to use the Confidential Information solely for the purpose of the work assigned for and for no other purpose.
 3. Each Recipient agrees to transmit the Confidential Information only to those directors, officers, employees, agents or other representatives of such Representative and its affiliates who need access to the Confidential Information for the purpose of carrying out its work for the disclosing party and who are informed by such Recipient of the confidential nature of the Confidential Information. Each Recipient further agrees to be responsible for any breach of this agreement by such recipient or any director, officer, employee or other representative of such Recipient and its affiliates.
 4. Each Recipient agrees that all Confidential Information and documents disclosed to it hereunder shall be and remains the exclusive property of the disclosing party. Any tangible form of the Confidential Information including, but not limited to, documents, papers, computer diskettes and electronically transmitted confidential information shall be destroyed by such Recipient or returned together with all copies thereof to the disclosing party promptly upon its request; provided, however, that each Recipient shall be permitted to retained all or any portion of the confidential information in accordance with the confidentially obligation specified in this agreement, to the extent required by applicable law or regulatory authority or such Recipient internal procedures. If a tangible form of the Confidential information is destroyed, a certification confirming such destruction to be executed by a duly authorized office of such Recipient shall be delivered to the disclosing party.
 5. Each Recipient obligations under this agreement shall survive the termination of its appointment to carry out its work with the Disclosing Party regardless of the manner of such termination, and shall be binding upon its successors and assigns. The obligations of the Recipients shall terminate two years from the date hereof.
 6. Each Recipient agrees that no failure or delay on the disclosing party's part in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
 7. The disclosing Party understands and agrees that the obligations of the Recipients hereunder are several and not joint.
 8. Any amendments, changes or modifications to this agreement must be in writing and executed by authorized officials of all of the parties to this agreement.
 9. This Agreement constitutes the entire agreement of the Recipients and the Disclosing party with respect to the subject matters thereof and supersedes any and all prior understanding and agreements between the disclosing party and the Recipients.

10. This Agreement is Governed by the laws of India and the court at Guwahati shall have exclusive jurisdiction on the matter relating to this agreement. All disputes and differences arising out of the assignment on any matter connected herewith shall be referred to a sole Arbitrator under the Arbitration and Conciliation Act, 1996. In the event of failure of agreement amongst the parties in agreeing on the identity of the sole Arbitrator, the sole Arbitrator shall be appointed in accordance with the provision of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Guwahati and the language of the arbitration proceedings shall be English. The award of the sole arbitrator shall be final and binding on all the parties.

In Witness whereof, the parties hereto have executed this agreement to be effective as of the date of first written above.

Brahmaputra Cracker and Polymer Ltd

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

WITNESS

1.

2.

Name:
Title:

Name:
Title:

WITNESS

1.

2.

Name:
Title:

Name:
Title: