



شرکت آب نیروی مکران  
(سهامی خاص)

**MOKRAN ABNIROO COMPANY**

# **INSTRUCTIONS TO BIDDERS**

**FOR**

**COMBINED STEAM AND POWER GENERATION PLANT**

**IN**

**Mokran Abniroo Company in Chabahar, Iran**

**.... 2015**

## INSTRUCTION TO BIDDER

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1. INTRODUCTION

Mokran Abniroo Company (MAN) (hereinafter referred to as “OWNER”), a company organized and existing under the laws of the Islamic Republic of Iran and wholly controlled by MOKRAN PETROCHEMICAL COMPLEX COMPANY, solicits from the BIDDER, hereinafter sometimes referred to as the CONTRACTOR, a proposal to develop the project on a “Build Lease and Transfer” (BLT) basis and providing financing, engineering services, supply all necessary equipment and machinery, construction/ erection works, commissioning and performance test(s) of a complete and operable Combined Steam and Power Generation Plant. MAN will enter into a Lease Agreement with the BIDDER for a period of 5 years after performance test acceptance (Five Years only) after which the premises will be transferred back to MAN.

Mokran Petrochemical Complex will be constructed in three phases. Bidder shall provide EPCC proposal for first phase of the project but the provisions for expansion of the plant to phases 2 and 3 shall be considered. Bidder shall submit with his bid the detail description of such provisions, for example control room and substation building shall be constructed with enough space and access for project expansion in phases 2 and 3. Common headers, underground facilities, battery limit facilities and storage tanks are other examples which shall be considered by bidder. Bidder shall provide with his bid the details of such provisions.

The Plant shall have the capacity as presented in the following table.

Table-1: Steam Requirement Summary

Flow (ton/hr)	Phase -1		Phase -2		Phase - 3	
	Normal	Max/Peak	Normal	Max/Peak	Normal	Max/Peak
HP Steam*	157	679	625	1046	1177	1628
HHP Steam**	-	-	574	618	609	688

(\*) In the HP steam production, the steam requirement for dearator also is considered.

(\*\*) HHP Steam requirement is estimated value which shall be verified by EPC Contractor of the Unit.

Table-2: Power Requirement Summary (site rated)

Stream (MW)	Phase -1		Phase -2		Phase - 3	
	Normal	Max/Peak	Normal	Max/Peak	Normal	Max/Peak
Power	226	280	625	694	868	998

(\*) The power requirement of “Combined Steam and Power Generation plant” is not included in the above figure.

Table-3: BFW Requirement Summary

Flow (ton/hr)	Phase -1		Phase -2		Phase - 3	
	Normal	Max/Peak	Normal	Max/Peak	Normal	Max/Peak
BFW to Petrochemical	-	-	170	220	334	348

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Units						
BFW to HRSGs**	159	689	1215	1688	1811	2349

(\*\*) BFW to HRSGs is estimated value which shall be verified by EPC Contractor of the Unit.

Note1: The figures of each phase is cumulative value of previous phase(s).

The PLANT shall be located in Mokran Petrochemical Complex in Chabahar, IRAN; and will consist of the UNIT and utility and offsite facilities as specified hereafter in the Tender Document (technical appendices).

The Bidder shall provide his proposal for scope of EPCC execution of the PLANT for phase-1 of the project considering all provision required for completion of the PLANT in final stage.

**2. OUTLINE OF THE SCOPE OF WORK**

The outline of the scope of WORK is as described below:

- a) Provide and deliver a feasible source of funds for the PLANT.
- b) Provide Basic and Detail Engineering packages for the PLANT.
- c) Supply and delivery of the equipment and material pertaining to the PLANT.
- d) Perform the construction, erection and pre commissioning of the PLANT.
- e) Perform Commissioning, Start up and Performance test(s) of the PLANT.
- f) Serve technical assistance services during construction, erection, pre-commissioning, commissioning, start-up and performance test run of the PLANT by vendor's specialists.
- g) Training of the OWNER's personnel
- h) Arranging financing facilities for the contract prices
- i) Lease the facility back to the OWNER for a period of 5 years after performance test acceptance. Transfer the facility back to the OWNER after lease has been paid.

**3. ELIGIBILITY CRITERIA**

In order to be deemed eligible by the owner BIDDERS must comply to the following conditions

- i. The Bidding Firm/ Joint Venture/ Consortium shall have average Annual Turnover of not less than \$100,000,000 (hundred million US Dollars) amount for foreign bidders for the preceding 5 financial years.
- ii. The firm/Joint Venture/ consortium, individually or in combination, shall have experience in the field PLANT construction.
- iii. Bidders must be able to:
  - a) Bring forth an equity equivalent to 10 percent of their quoted price, the source of this fund must be shown and approved by eligible authorities.
  - b) Able to source fund from other means taking into account that the client is willing to provide equity in the region of 5(five) percent of the contract price.
  - c) Be able to provide verification for their proposed source of funds:

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- i. If the BIDDER wishes to use its own funds, then bank statement will be required.
- ii. If the BIDDER wishes to use foreign finance, then a letter from the respective Export Credit Agency declaring that they will be willing to provide funds for this project must be provided.
- iii. If the BIDDER wishes to raise funds via Project Fund in the Stock Exchange, then a letter from a broker stating their willingness and means of doing so must be provided.
- iv. If the BIDDER wishes to obtain a loan from the Iranian National Development Fund, then a letter from an Agent Bank stating that they have evaluated the BIDDER's BLT proposal and that they would be willing to present their project to the fund must be obtained.
- v. If the BIDDER wishes to use means other than those outlined above they will have to provide appropriate verification accordingly.

**4. TENDER DOCUMENTS****4.1 The Tender Documents consist of the followings :****4.1.1 Instructions to BIDDERS**

The invitation to bid, briefly referred to as ITB, provides the BIDDERS with guidance, requirements and instructions for submitting a fully compliant and responsive bid together with alternatives and OWNER - required options.

The ITB provides the format and specifies the extent, and nature of the information the BIDDER shall provide with its bid.

**4.1.2 Lease Agreement**

It provides the draft contractual conditions, which the OWNER (LESSEE) will Lease the Plant from the CONTRACTOR (LESSOR) once the PLANT has been commissioned.

**4.1.3 The CONTRACT**

It provides the contractual conditions, which the OWNER wants to contract on.

**4.1.4 APPENDICES TO CONTRACT**

Due to the nature of the scope, the Appendices 1,2,3,4,5,6,7,8,9, 10, 11 and 12 are used:

- a) The Appendix 1 is intended to specify the Scope of WORK and consist of the Annexes : Introduction, Scope of Engineering Services, Operating, Safety and Laboratory Manual, Scope of Procurement Services, Technical Services and Assistance, Training of OWNER'S personnel, Deliverable documents, receipt of OWNER'S resident engineer in Contractors offices, Process Performances Guarantee , liquidated damages & Project Control Services, Scope of Supply and Scope of Construction/Erection and Pre-commissioning.
- b) The Appendix 2 provides the Basis of the Design and Standards Specifications.  
This Appendix 2 is split into Basis of Design (which includes design philosophy, feeds and products specification, utilities characteristics, catalysts, additives and chemicals), general codes & standards, and design criteria.

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- c) The Appendix 3 gathers the following Project procedures: Performance test procedure, Review and Approval procedure, Change order procedure, Project control procedure, Coordination procedure, inspection procedure, shipping procedure, general procedure manual, maintenance schedule, mechanical catalogues & packing and marking procedures.
- d) The Appendix 4 contains the Basic engineering design data provided for defining the basis of design and requirement of Combined Steam and Power Generation Plant by Owner and technical information of the PLANT to be provided by the successful BIDDER.
- e) The Appendix 5 provides the texts of bank guarantees and documentary credit.
- f) The Appendix 6 provides the list of patent and patent application (if any).
- g) The Appendix 7 provides the milestones dates and events which all together form the work time schedule.
- h) The Appendix 8 provides the certificate of performance.
- i) The Appendix 9 (deleted)
- j) The Appendix 10 provides the Allocation of cost.
- k) The Appendix 11 (deleted).
- l) The Appendix 12 (deleted)

**5. PRICE STRUCTURE**

The BIDDER for Combined Steam and Power Generation Plant shall quote his contract price considering the following:

- a) Lump sum price for Basic Engineering of the PLANT.
- b) Lump Sum Price for Detail Engineering of the PLANT.
- c) Lump Sum Price for Iranian Equipment (CIP delivery) of the PLANT.
- d) Lump Sum Price for Non-Iranian Equipment (DDP delivery) of the PLANT.
- e) Lump Sum price for construction, erection and pre commissioning of the PLANT.
- f) Lump Sum Price for commissioning, start up and Performance Test(s) of the PLANT.

**IMPORTANT NOTE:**

BIDDER shall complete the break down tables in Bid form C1. Bidder shall quote its Daily Rates for Technical Services and Assistance for additional works, if required, for both Iranian and non-Iranian specialists.

All the lump sum prices and Daily Rates/Hourly Rates for personnel and construction equipment shall be fixed and include CONTRACTOR'S overhead, profit and all other costs(except as otherwise provided under the Contract ,Appendix 1, Annex 1E for Daily Rates) which may be incurred by CONTRACTOR for performance of the WORK. The Lump Sum prices and Daily/Hourly Rates for personnel and construction equipment shall not be subject to any escalation. All exceptions to the particular items expressly specified to be provided by the OWNER or others shall be clearly specified and to be mentioned in the bid.

BIDDER shall also give the number of man-hours under each discipline and category of ranking that are to be covered for the fixed lump-sum price for the WORK and the rates applicable

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thereto in such detail that the evaluation of change orders, if any, may be easily done and any variation of the price can be determined easily.

With due regard to the foregoing the contract price shall be made in hard currency.

Terms of payment for each Lump Sum price is provided under CLAUSE 3.22 of Conditions of CONTRACT.

**6. WORK TIME SCHEDULE**

The Work Time Schedule is specified under the form of Milestones in Appendix 7.

**7. GENERAL INSTRUCTIONS AND VISIT TO SITE**

**7.1** It is understood that issue of the ITB to BIDDER shall not in any way obligate OWNER to enter into a contract with any or involve OWNER in any commitment, whether financial or otherwise.

OWNER reserves the right, without giving any reason, to accept or reject any or all bids.

In the event of OWNER'S decision to enter into such a CONTRACT, OWNER shall not be obligated to adhere strictly to the provisions of these instructions or attachments in preparing the final CONTRACT.

**7.2** OWNER may ask BIDDER to visit OWNER'S office for technical, commercial or financial clarifications and / or negotiations.

BIDDER is expected to undertake such visits and participate in such meetings as and when called by the OWNER.

All costs related to such visits shall be borne by BIDDER.

**7.3** The BIDDER shall bear all costs associated with the preparation and submission of its bid. No compensation of any cost or expenses that BIDDERS may have or will incur for preparation and submission of their bid will be made by OWNER whether the bid is accepted or rejected.

**7.4** At any time prior to the deadline for submission of bids, OWNER may for any reason, whether at its own initiative, or in response to clarification(s) requested by a prospective BIDDER, modify the requirements covered herein by an amendment / addendum in writing.

OWNER may, at its own discretion, extend the deadline for submission of bids, in which case, all rights and obligations of the OWNER and BIDDERS previously subject to the deadline, will thereafter be subject to the deadlines extended.

**6.5** Visit to site is optional and at BIDDERS cost and expense.

**8. PLANT VISIT**

OWNER may wish to visit an operating production Plant using the same PROCESS or similar to the one proposed by BIDDER. The BIDDER shall arrange such visits for OWNER and shall coordinate with OWNER on the date of the visit well in advance.

**9. BID QUERIES**

The BIDDER is required to carefully examine the technical specifications, conditions of CONTRACT, Scope of WORK, drawings and other details relating to the WORK as given in



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the Tender Document and satisfy himself about all conditions and matters which in any way may have any effect on the prices and/or schedule.

In case the BIDDER is in doubt about the completeness or correctness of any information contained in the Tender Document, he shall request OWNER in writing to provide bid clarifications.

Any queries/ clarifications/ deviations or requests for additional information which BIDDER may have with regard to the Tender Documents are to be addressed to the OWNER and not later than 15 calendar days prior to Closing Date for the submission of the proposal. Queries/ clarifications or requests must be submitted to the OWNER in writing, either by letter or facsimile. All such queries and replies which may change, supplement or clarify any of the data and/or information in the Tender Documents will be communicated at the same time to all BIDDERS through the issue of bid bulletins, which shall become part of the Tender Document.

**10. CONTACT WITH IRANIAN AUTHORITIES**

Arrangements will be made as and if deemed necessary by OWNER for BIDDER to meet the concerned Iranian authorities. BIDDER shall not contact any Iranian authority in relation to this project, except by prior arrangement confirmed in writing by OWNER.

**11. LANGUAGE**

All Tender Documents, drawings, specifications, data and correspondences shall be in the English Language.

**12. SUBMISSION OF THE BID**

- i. One complete set of Tender Document shall be issued to each BIDDER. Typing or using indelible black ink shall be used to prepare the bid.
- ii. BIDDER shall submit one original bid and three (3) copies of the same, at his own cost.
- iii. The original and copies of qualification documents shall be sealed separately in an envelope mentioning: "Envelope – A1 "QUALIFICATION PROPOSAL FOR COMBINED STEAM AND POWER GENERATION PLANT ON BLT"
- iv. The original and copies of the Techno – commercial Proposal (RFP) shall be sealed separately in the envelope mentioning: "Envelope – A2 "TECHNICAL PROPOSAL FOR COMBINED STEAM AND POWER GENERATION PLANT ON BLT" The bid shall consist of unpriced proposals:
  - a) The Unpriced Proposal  
The Unpriced Proposal shall contain the unpriced parts of the bid consisting of the complete technical and commercial offer with all the prices left blank (unpriced commercial offer).
- v. The original and copies of the Financial Proposal shall be sealed separately in the envelope mentioning: "Envelope – B "FINANCIAL PROPOSAL FOR COMBINED STEAM AND POWER GENERATION PLANT ON BLT" – NOT to BE OPENED on XXXXX
  - a. The Priced Proposal  
The Priced Proposal shall contain the commercial offer with the prices. This shall include only prices and not condition/ exception/deviation of any

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nature whatsoever. In the event, the BIDDER stipulate any condition in this price part, the same shall not be considered, and OWNER reserves the right to reject such bid.

- vi. If the financial scheme presented in the Financial Proposal has a bearing on the technical proposal this must be noted. For example if proposed scheme requires the purchase of equipment from outside the vender list, this must be noted in the financial proposal and also adhered and reflected in the technical proposal.
- vii. Bids shall be submitted under sealed envelops with the references of the bid and the label marked "DO NOT OPEN " written prominently. The Full Name, Postal Address, Telegraphic Address, Telephone/ Fax Number of the BIDDER shall be written on the bottom left hand corner of the sealed cover. The bid shall consist of unpriced and priced proposals, each being placed in separate sealed envelops as specified below:
- viii. The BIDDER has the option of sending its Bid by any means, so as to reach the place of submission of Bid given under paragraph 12.1 a) below on or before the date and time set out for the same. Bid submitted by Telegram/ Fax/ E-mail will not be accepted.

**12.1 Place and date of bid submission:**

- a) The bid shall be submitted for the attention of and delivered at the address specified below:

Mokran Abniroo Company – No. 4, Kavousifar St. North Sohravardi, TEHRAN, IRAN.

Attention : Mr. T. Alaei

Managing Director

The proposal shall be delivered to OWNER not later than 12:00 O'clock Tehran time on the date specified in the Covering Letter.

**12.2 Validity of Bid**

Bid shall remain valid for acceptance for a period of 180 (one hundred and eighty) days from the date of submission. BIDDER shall not be entitled during the said period of 180 days without the consent of OWNER to revoke or cancel his bid or to change the same or any terms and/or prices thereof.

**12.3 Confidentiality of Tender Document**

BIDDER is reminded that he must treat all the data, information, drawings, specifications and other documents enclosed in the Tender Document as private and confidential and as being the property of the OWNER. Unless authorised by the terms of the Confidentiality Agreement , which has been executed between OWNER and BIDDER prior to receiving the Tender Document, BIDDER must not disclose any information to any third party.

**12.4 Confirmation for participation**

BIDDER shall within three days of receipt of Tender Document, confirm in writing to OWNER that he received the Tender Documents completely and he undertakes to submit his bid as per the conditions stated in the Tender Documents.

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**12.5 Extension of the Biding period**

OWNER may at his own discretion modify the bid submission date. No request for modifying the bid due date will be accepted by OWNER, if such request has been received by OWNER within the seven (7) days period before the bid due date,

If OWNER grants an extension of time for submitting the Bid, then all BIDDERS will be granted the same extension.

**12.6 Alternates**

It is intended that BIDDER shall fully comply with the requirements of the Tender Documents. However, if BIDDER considers that alternative requirements may provide substantial cost and for schedule advantages to the OWNER, BIDDER shall present this as alternatives to his base proposal with all items listed separately, and properly cross referenced with the specific requirement of the Tender Documents. For this purpose, BIDDER shall use the Bid form C5.

**12.7 Exception/Deviations**

The OWNER wishes to receive fully compliant bids. Exception/Deviations may only be made in relation to requirements of OWNER, which the BIDDER feels unable to comply with under any circumstances or at any price. If the BIDDER wishes to make any exception/deviations, this must be done by listing the full details of each exception/deviation in the Bid form C3. Unless an entry appears in the list of exception/deviations Bid form C3, OWNER will assume and consider that BIDDER has no exceptions or deviations to the Tender Documents.

**13. CONTENT OF THE UNPRICED PROPOSAL**

The following Bid forms, after the BIDDER has properly filled them in, shall constitute the unpriced proposal. The information, data and documents to be provided in each Bid form are specified in the body of the Bid form.

<b>Bid form</b>	<b>Designation</b>	<b>Remark</b>
T 1	Submission of Bid	
T 2	Details of similar works done	
T 3	Current Commitments of the BIDDER	
T 4	Information about BIDDER	
T 5	Execution plan	
T 6	Process technology	
T 7	Plant design data	
T 8	Description and values of the performance guarantees	
T 9	BIDDER Proposed Schedule	
T 10	Deleted	
T 11	Construction	
C 1	Proposed contract price	"Prices shall be left

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<b>Bid form</b>	<b>Designation</b>	<b>Remark</b>
		blank are hidden"
C 2	Schedule of daily / hourly rates	
C 3	Exception/Deviations	"Prices shall be left blank are hidden"
C 4	Bid Bond	"Prices shall be left blank are hidden"
C 5	Alternatives	"Prices shall be left blank are hidden"
C 6	Proposed warranties, guarantees and liabilities	

**14. CONTENT OF THE PRICED PROPOSAL**

The following Bid forms, after the BIDDER has properly filled them in, shall constitute the priced proposal. The information, data and documents to be provided in each Bid form are specified in the body of the Bid form.

<b>Bid form</b>	<b>Designation</b>	<b>Remark</b>
C 1	Proposed contract price	
C 2	Schedule of daily / hourly rates	Included in unpriced
C 3	Exception/Deviations	If such exception/ deviations already specified in unpriced proposal.
C 4	Bid Bond	
C 5	Alternatives	
C 6	Proposed warranties, guarantees and liabilities	Included in unpriced

**15. EVALUATION OF THE BIDS.**

In the evaluation of the bids, OWNER will evaluate and compare the proposal determined to be responsive and as per the procedure detailed below. In the event of any discrepancy between ‘ORIGINAL’ and ‘COPY’ the contents of ‘ORIGINAL’ shall prevail.

**15.1 RFQ Evaluation**

OWNER will evaluate the pre-qualification proposals (RFQ) of the various BIDDERS as per the pre-defined eligibility criteria. Technical offer of only those BIDDERS will be opened who fulfill the pre-qualification requirements. Evaluation of the qualification proposals will be on Pass/Fail basis.

**15.2 Technical Evaluation**

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Technical proposals of only those firms, who have been pre-qualified, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of responsiveness to various tender requirements.

OWNER will carry out a detailed evaluation of the BIDS in order to determine whether the technical aspects are in accordance with requirements set forth in the BID Documents. In order to reach such a determination, the MAN will examine and compare the various technical aspects of the BIDS on the basis of the information supplied by the BIDDERS, taking into account the following factors:

- i. Compliance with Tender Documents, the extent of information provided and general presentation of proposal.
- ii. Commercial terms including prices, payment conditions, proposed PERFORMANCE GUARANTEES and liabilities.
- iii. BIDDER'S capability to comply with the Work Time Schedule
- iv. Exception/Deviation and experiences of BIDDER'S team to be assigned to the WORK, together with proposed organization and methods of execution for different parts of the WORK.
- v. Experience and performance of the BIDDER in the similar units and other units from all aspects related to the proposed license(s), front end engineering design and engineering.
- vi. Technical evaluation of proposed technology.

Each responsive Bid shall be given a technical score based on weightages assigned to various parameters of technical proposal. A proposal may be rejected at this stage if it is nonresponsive or if it fails to achieve minimum technical score.

### 15.3 Opening and Evaluation of Financial Proposal

OWNER would intimate the date and venue of the opening of the financial Proposal of only those BIDDERS who pass through the stage of technical evaluation with a request to be present at the time of the Financial Bid opening. The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the BIDDERS who choose to be present. Evaluation of Financial Proposal shall include the following:

- i. Financial standing of the BIDDER and ability to source the funds.
- ii. Annual Lease amount for the period of 5 years **after performance test acceptance**.
- iii. Check for completeness of Proposal (Part Bids shall not be accepted.)
- iv. The amount quoted in words will prevail over the amount quoted in figures.

**INSTRUCTION TO BIDDER****16. ACCEPTANCE OF PROPOSAL**

Without having any obligation to offer any explanation or reason, the OWNER may accept any of the bids, not necessarily the lowest one, or reject all of them. No proposal shall be deemed as acceptable proposal unless the BIDDER receives a notice from the OWNER to the effect of such acceptance. All unsuccessful BIDDERS will be advised accordingly in writing.

**17. DISPOSAL OF TENDER DOCUMENTS AND PROPOSAL GUARANTEE/BID BOND**

OWNER will return the Bid Bond to the unsuccessful BIDDERS.

All copies of the Tender Documents issued to the BIDDERS must be returned to OWNER upon request.

Upon signing of the CONTRACT and submission of a Performance Bank Guarantee by CONTRACTOR to OWNER, OWNER will return the Bid Bond to the successful BIDDER.

**18. PUBLICITY RELEASE**

No announcement or press release or publication by the BIDDER in relation with the Bid is authorised without the prior approval of the OWNER.

**19. GENERAL INSTRUCTIONS**

**19.1** The engineering data and information and all other documents prepared by the successful BIDDER at the bidding stage will be the property of the CONTRACTOR.

**19.2** It is understood that issuing of this enquiry to BIDDER shall not in any way obligate OWNER to enter into a CONTRACT with any BIDDER or involve OWNER in any commitment, whether financial or otherwise.

OWNER reserves the right, without giving any reason, to accept or reject any or all of the bids. In the event of OWNER'S decision to enter into a CONTRACT with one BIDDER, OWNER shall not be obligated to adhere to the provisions of these Tender Documents in preparing the final CONTRACT.

**19.3** OWNER may ask BIDDER to visit OWNER's office for technical, commercial and/ or financial clarifications/ discussions and / or negotiations.

BIDDER is expected to undertake such visits and participate in such meetings. All cost related to such visits shall be borne by BIDDER.

**19.4** The Bid Bond of the short listed BIDDER will be kept and shall be extended until conclusion of the final CONTRACT and submission of the Performance Bank Guarantee by CONTRACTOR to OWNER.

**19.5** No compensation of any cost or expenses that BIDDER may have or will incur for preparation & submission of his Bid will be made by OWNER whether the proposal is accepted or rejected.

**19.6** In case of any inconsistency, in the interpretation of meaning of any part of this Tender Documents the BIDDER shall give his best endeavour to resolve the inconsistency by expressing his assumption through his proposal to OWNER.

**INSTRUCTION TO BIDDER****20. CONTRACT**

The successful BIDDER will be required to enter into a formal CONTRACT with OWNER prior to commencement of the WORK.

This CONTRACT will take the form of the CONTRACT, which is given herewith in the Section 2, together with the Appendices 1 through 12 after all the blanked spaces have been filled in and agreed upon by the PARTIES.

Furthermore the Terms and conditions of the Lease Agreement will need to be agreed by the PARTIES before the CONTRACT becomes enforceable.

**21. TRANSFER OF TENDER DOCUMENTS / PROPOSAL**

Transfer of Tender Documents sent to one BIDDER to another is not permitted.

Similarly transfer of Bid submitted by one BIDDER to another is not permitted. No alteration in the essence of a Bid, once submitted, shall be permitted, unless authorized by OWNER , in which case all short listed BIDDERS will be advised by OWNER accordingly .

**22. SIGNATURE ON PROPOSAL**

- 22.1** The proposal must contain the name, residence and place of business of the person or persons submitting the bid and must be signed and sealed by the BIDDER with his usual signatures.
- The names and titles of all persons signing should also be typed or printed below their signatures.
- 22.2** Bid by a partnership firm/ consortium of firms must furnish with full names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The partnership firm /consortium CONTRACT should also be furnished.
- 22.3** Bid by corporation/company must be signed in the legal name of the corporation/company, by the president, managing director or by the secretary or other person or persons authorized to bid on behalf of such corporation/ company, with the seal of the corporation/ company.
- 22.4** Satisfactory evidence of authority of the person signing on behalf of the BIDDER shall be furnished with the bid.
- 22.5** The BIDDER'S name stated in the bid should be the exact legal name of firm/ company/ corporation etc. as registered or incorporated.

**23. CORRECTION IN BID**

All changes / alterations / corrections in the bid shall be signed in full by the person or persons signing the bid with date. No erasure and/or overwriting are permissible.

**24. WITNESS OF BID**

Witnesses and sureties shall be persons of status and their names, occupation and address shall be stated below their signatures.

**INSTRUCTION TO BIDDER****25. CONSORTIUM BIDS**

- 25.1** The Work shall have to be performed by Iranian and/or non Iranian BIDDERS.
- 25.2** The BIDDERS are advised to investigate capabilities, availability of expertise and resources such as experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners / members.
- Further, the proposal must clearly define the leader of such a BIDDERS, who shall co-ordinate with OWNER on behalf of the consortium, during the period which the bid is under evaluation by OWNER or is being negotiated with OWNER as well as during execution of WORK, in the event the CONTRACT is awarded.
- Internal agreements/contracts between BIDDERS shall be made in full compliance with provisions of Clause 28.22 of Conditions of Contract .
- 25.3** Documents/ details pertaining to the exception/deviation as per forms attached with the Tender Documents must be furnished for each partner /member of BIDDERS, complete in all respects along with the bid.
- A consortium once established at the time of submitting the bid shall not be allowed to be altered with respect to constituting members of the consortium or their respective roles/scopes of work, except if and when permitted in writing by OWNER.
- 25.4** If during the evaluation of bid a consortium proposes any alterations / changes in orientation of consortium or replacement or inclusion or exclusion of any partner(s)/ member (s) of the consortium which had originally submitted the bid, to derive some advantage / benefits based on any development(s) having come to his knowledge at any time, the bid submitted by such a consortium may be rejected.

**26. LIST OF THE BID FORMS**

The Bid forms with T are considered technical whereas those with C are rather commercial as they may contain prices or financial information.

Bid Form T1	Submission of Bid
Bid Form T2	Details of similar works done
Bid Form T3	Current Commitments of the BIDDER
Bid Form T4	Information about BIDDER
Bid Form T5	Execution plan
Bid Form T6	Process technology
Bid Form T7	Plant design data
Bid Form T8	Description of the performance guarantees
Bid Form T9	BIDDER Proposed Schedule
Bid Form T10	Deleted
Bid Form T11	Construction, Erection and Pre-commissioning
Bid Form C1	Proposed contract price



**INSTRUCTION TO BIDDER**

Bid Form C2	Schedule of daily / hourly rates
Bid Form C3	Exception/Deviations
Bid Form C4	Bid Bond
Bid Form C5	Alternatives
Bid Form C6	Proposed warranties, guarantees and liabilities

**INSTRUCTION TO BIDDER**

**Bid form T 1**

**Submission of Bid**

The following letter shall be typed on the BIDDER'S letter headed paper and a Power of Attorney in case an authorized representative has signed the bid is to be provided.

FROM :

(BIDDER'S NAME AND ADDRESS)  
-----

TO :

MOKRAN ABNIROO COMPANY  
(MAN)

NO.45, TABAN GHARBI, VALIASR Ave.

TEHRAN - IRAN

Subject:

Bid Reference:.....

1. Having carefully examined the Tender Documents for the PLANT, we offer to complete the WORK in conformity with all the conditions stated in the Tender Documents including Instructions to BIDDERS and the following bid bulletins:

Bid bulletin reference	Date of issue	Purpose	Remark

2. We understand that the compliance with the Work Time Schedule specified in Appendix 7 is the essence of the CONTRACT. We confirm that the milestones dates of events have been accepted.
3. We enclose herewith an unqualified Bid Bond in the amount of \$3,500,000 (three million and five hundred thousand dollars) issued in your favour by.....
4. We certify that we have carefully read and understood each and every condition & technical specification given and/or referred to in the Tender Documents and we confirm our acceptance of the same.
5. We agree to abide by this bid for the period of 180 days from the last date fixed for the receipt of bid by OWNER, and it shall remain binding on us and may be accepted by OWNER at any time before the expiry of that period.

INSTRUCTION TO BIDDER

We also agree that we shall not withdraw this bid during this period of 180 (one hundred eighty) days, in default of which OWNER shall have the right to invoke the Bid Bond.

- 6. Should this bid be accepted, we hereby agree to abide by and fulfil all terms and conditions of Tender Documents and in default thereof, to pay to OWNER or its successors or its authorized nominees a sum equal to the value stated in the Bid Bond or alternatively OWNER may forfeit the Bid Bond.
- 7. We understand that OWNER is not bound to accept the lowest or any bid received, fully or in part / parts.
- 8. Unless and until a formal CONTRACT is prepared and executed, this bid together with written acceptance thereof, shall constitute a binding CONTRACT between OWNER and ourselves.

Dated this.....day of.....

For and on behalf of.....

Signature.....

Name in block letters.....

Title.....

Address.....

Witness:

Signature .....

Name in block letters.....

Title.....

Address.....

**INSTRUCTION TO BIDDER**

**Bid Form T 2**

**Details of Similar Works Done**

Name of WORK :.....  
Name of BIDDER :.....

Sr. No.	Full postal address of client & name of officer in charge	Description of the work done by BIDDER and name of the partners (if any)	Value of contract	Date of commencement	Date of actual completion	Capacity of the Plant	Product specs.	Feed spec.
1.	2.	3.	4.	5.	6	7	8	9

(Signature of BIDDER)

**INSTRUCTION TO BIDDER**

**Bid Form T 3**

**Current Commitments Of The BIDDER**

Name of WORK :.....  
Name of BIDDER :.....

Sr. No.	Full postal address of client & name of officer-in charge	Description of work done by BIDDER and name of the partners (if any)	Progress achieved	Value of contract	Date of commencement	Scheduled completion date	Expected date of completion	Capacity of the Plant	Products spec.	Feed spec.
1	2.	3.	4	5	6	7	8	9	10	11

Certified that the above information is complete and true

(Signature of BIDDER)

INSTRUCTION TO BIDDER

**Bid Form T 4**

**Information About BIDDER**

Name of work : .....  
Name of BIDDER : .....

**Note :** This information must be furnished individually for each member of consortium and/or for sub - contractors / associates (if any) to be engaged by BIDDER for major parts of the project.

**1. IN CASE OF INDIVIDUAL:**

- 1.1 The business
- 1.2 Whether his business is registered
- 1.3 Date of commencement of business
- 1.4 The amount of income tax paid per year.
- 1.5 Annual turnover.

**2. IN CASE OF PARTNERSHIP:**

- 2.1 Name of partners
- 2.2 Whether the partnership is registered.
- 2.3 Date of establishment of firm.
- 2.4 The amount of income/ corporate tax paid by the partners per year in last 3 years .

**3. IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES:**

- 3.1 Amount of paid - up capital.
- 3.2 Name of directors.
- 3.3 Date of registration of COMPANY.
- 3.4 Copies of the balance sheet of the COMPANY for the last five years.

**4.** In case of consortium, details as per 3 above shall be given for each participant individually.

**5.** Company Organization proposal shall include a description of the organization and management structure of BIDDER'S company with particular reference to the means whereby the execution of this Project will be related to the overall company organization naming partners and sub- contractors, if any

Signature of BIDDER  
Name & Address  
of BIDDER       -----  
-----  
-----  
-----

## INSTRUCTION TO BIDDER

**Bid Form T 5****Execution plan****1. Project Organization**

BIDDER shall give charts of organization, which he intends to use in the execution of the WORK. Such charts must show lines of authority and communication of senior personals who will be assigned to this WORK in BIDDER'S home - office and other offices where WORK shall be performed (if any) and the lines connecting such Project Organization to the BIDDER'S internal overall organization including partners (if any). The chart shall be supported by a narrative, which shall explain how the proposed organisation will operate and in particular will provide

The name of the location of the office (s) in which the Basic and Detail Engineering Design Packages of the PLANT shall be carried out.

If any parts of the work are to be carried out in more than one office, then details of the distribution of the jobs between offices and coordination procedure shall also be presented.

A description of the facilities offered to the OWNER'S resident engineers.

**2. Estimated project and Engineering man-hours**

BIDDER shall give an estimate of the man-hours and its break down for all activities

**3. Methods and procedures**

BIDDER shall summarise the methods and procedures that BIDDER intends to implement during the performance of the WORK. It shall include the proposed procedures such as Engineering, Planning and Scheduling, construction strategy, WORK Progress Measurement, Pre-commissioning, Commissioning and Performance Test Run of the PLANT, and Training.

**NOTES:**

- a) Sample reporting forms and other key standard forms shall be included.
- b) BIDDER shall state the extent to which he will be using computerized drafting, etc.

**4. Job descriptions and personnel resumes**

BIDDER shall include job descriptions and personnel resumes of his staff nominated to the key positions, including (where applicable) at least the followings, or BIDDER'S equivalent:

- a) Project director
- b) Process engineering co-ordinator
- c) Construction manager
- d) Process engineer
- e) Project engineering co-ordinator
- f) Senior engineers related to all categories of the work (e.g., mechanical, electrical, instrument, general, etc.)
- g) Senior precommissioning engineer
- h) Senior commissioning engineer

**INSTRUCTION TO BIDDER**

## i) Training co-ordinator and instructor .

Resumes shall give at least the name, age, nationality , education, professional exception/deviation and previous experience of each assigned personnel. Additionally, one alternative shall be offered for each position

BIDDER shall confirm that these key personnel will be made available to WORK on the Project as required by the schedule on full time basis

**5. Commissioning, start-up and Test Runs Services**

The extent of the subject Services shall be proposed

**6. Training**

BIDDER shall furnish the following details regarding the Training of OWNER'S personnel:

- a) BIDDER'S organisation set up for Training program.
- b) Training facilities available with the BIDDER to train the OWNER'S personnel in
  - Theory of process, operation , maintenance and manufacturing of products
  - Field (on the job) training in process , operation, maintenance and manufacturing of products , to train the personnel on the job .
  - Test procedure and other matters.
- c) The courses and their duration , number of attendees in each course and location where such courses will be held that the BIDDER would recommend OWNER to consider.
- d) BIDDER'S experience of training the personnel for units similar to the subject PLANT.

**7. Operation and Maintenance Organization Chart**

Organization chart for the safe and satisfactory operation and maintenance of the PLANT shall be submitted.



## INSTRUCTION TO BIDDER

**Bid form T 6****Process Technology**

The following information shall be provided on the proposed process technology:

1. Improvements, developments and modifications made on the process technology in the recent years with special references to yields , raw materials and utilities consummation , safety, energy conservation and environmental control consideration.
2. List of valid patents & patent applications (if any).
3. The advantages of the proposed process in comparison with other similar existing processes.
4. The outstanding features of the process technology.

Wherever possible, these points are to be quantified. The approaches where BIDDER differs from competing process technologies should be emphasized.

5. The BIDDER shall submit documentary evidence along with his Bid that as per stipulations, the BIDDER possesses or will acquire the required process and technical information for execution of Front End Engineering Design Package of the PLANT has the right to grant (in case of grant of license by a licensor) and transfer to OWNER an exclusive and irrevocable right and License for present and future use of the technical information and Know-How and use of the same under patent rights of a licensor without limitation for design, engineering, procurement, construction, operation, maintenance , revamp and replacement in the subject PLANT to make and use and sell the PRODUCT.
6. In case the BIDDER acquires the required License and Know- How information from other Licensor, then the BIDDER shall submit to OWNER legalized documentary evidence to the effect that the Licensor is willing to transfer License for use of technology and technical information covered by his patent rights through the BIDDER to the OWNER .

## INSTRUCTION TO BIDDER

**Bid Form T 7****Plant Design Data**

The BIDDER shall provide the following information using its own forms when applicable:

**1. Process unit/unit(s) characteristics**

The following data, information and documentation are required

- a) Introduction
- b) Basis of design
- c) Duty of the unit
- d) Feedstock specification
- e) Products specification
- f) Operability and safety aspects of the process unit, including flexibility of the process unit and turndown ratio
- g) Battery limits conditions
- h) Process description of unit with its principle scheme
- i) Material balance
- j) Expected effluent characteristics and balance
- k) Proposed further effluents treatments if required
- l) Expected utilities consumption
- m) Expected catalyst and / or adsorbent, chemicals inventories and consumption
- n) Preliminary equipment list showing main dimensions, material of construction, heat duty, preliminary mechanical data, and estimated weight.
- o) Typical sketches of critical equipment.
- p) Equipment data sheet for main equipment.

**2. Drawings**

- Process flow diagrams
- Process piping and instruments diagrams
- Typical drawing of critical equipment
- Plot plan or equipment lay-out
- Single line diagram

**INSTRUCTION TO BIDDER**

**Bid Form T 8**

**Description of the Performance Guarantees**

The following data shall be given in the bid:

1. Duration of normal start-up for the PLANT to reach the design capacity.
2. Description of PERFORMANCE GUARANTEES proposed by the BIDDER, including as a minimum, feeds consumption, capacity, yields, quantity of products, quality of products, catalysts consumption, catalysts life time , utilities consumption .
3. Associated conditions to the PERFORMANCE GUARANTEES

**INSTRUCTION TO BIDDER**

**Bid Form T 9**

**BIDDER'S Proposed Schedule**

BIDDER shall provide a bar-chart type schedule for the execution of the WORK and shall show the main activities with duration, their sequences, and the milestone events specified in Appendix 7.

**INSTRUCTION TO BIDDER**

**Bid Form T 10**

**Deleted**

## INSTRUCTION TO BIDDER

**Bid form T 11****Construction, Erection , Pre-commissioning and Commissioning**

The technical part of bid shall contain, but not be limited to, the following :

**1. BIDDER ORGANISATION****1.1 Company Organisation**

Bid shall include a description of the organization, its management structure and organization chart of BIDDER'S company with particular reference to the means whereby the execution of this project will be related to the overall company organization.

The BIDDER shall also furnish the name(s) of their partners, associated/ subsidiary companies & their activities, and whether any such associated/ subsidiary company will be involved in the execution of WORK, and if so, their scope thereof.

BIDDER shall state the location of his office(s) in which to carryout the home office support services required for the project. If any such WORK is to be done in more than one office, full details or the split of WORK between offices, and the methods by which such WORK is to be coordinated shall also be given.

**1.2 Project Organization**

BIDDER shall describe how he intends to carry out the WORK within his organization. bid shall include separate project organization charts showing the categories and lines of authority of senior personnel who are assigned to this WORK.

BIDDER shall furnish the total technical manpower, discipline -wise, presently available with them, and technical manpower likely to be utilised for the WORK.

BIDDER shall also give required man-hours and its break down for following activities :

- ◆ Civil Works
- ◆ Steel Structures
- ◆ Equipment Installation
- ◆ Piping
- ◆ Electrical
- ◆ Instrumentation
- ◆ Installation of Refractory
- ◆ Insulation
- ◆ Painting
- ◆ Pre-commissioning
- ◆ Commissioning

**INSTRUCTION TO BIDDER**

BIDDER shall furnish proposed procedures for the Project management, communication and method and frequency of reporting the progress of the WORK.

The final form for reports, which will be subject to OWNER's Approval, shall include as a minimum the following :

- a) Planning and Scheduling
- b) Work Progress
- c) Safety and Security

**Notes:**

1. Sample reporting forms and other key standard forms shall be included.
2. Bid shall state the extent to which he will be using computerised packages for each activity

**2. PROJECT SCHEDULE**

Bid shall include a preliminary bar chart schedule. BIDDER shall indicate separately the various phases of WORK such as deputation/dispatch of personnel and Construction Equipment and Materials to Site, arrangement of Site facilities and the WORK execution, as applicable.

BIDDER shall furnish detailed proposed mobilization plan, under separate sub-mobilisation plans for:

- a) Labour
- b) Management Staff
- c) Technical Personnel
- d) Construction Equipment

**3. WORKLOAD AND CASH-FLOW CHARTS****3.1 Workload Chart**

Bid shall include workload charts showing BIDDER'S current work force if any Upon these should be superimposed the additional work load would result from the award of this particular CONTRACT.

BIDDER shall state the proportion of his work force on this job, which will be his permanent staff.

BIDDER shall after contract award submit on a weekly basis the actual work -load chart of his work to the OWNER.

**3.2 Cash - flow Charts**

BIDDER shall after contract award submit on a monthly basis the cash - flow of project during the execution of the work to the OWNER.

**INSTRUCTION TO BIDDER**

**4. JOB DESCRIPTION AND PERSONNEL RESUMES**

BIDDER shall include job descriptions and curriculum vitae of his staff nominated for key positions, including (where applicable ) at least, the following, or BIDDER'S equivalent :

- a) Project Director
- b) Construction Managers
- c) Construction Engineering Coordinator
- d) Construction Quality Control Engineer
- e) Construction Project Control Engineer
- f) Welding Specialists
- g) Heavy Lift Rigging Specialist
- h) Senior Specialist Engineers
- i) Senior Planning Engineers
- j) Materials Coordinators
- k) Senior Construction Engineers
- l) Senior Pre-commissioning Engineers
- m) Warehousing Officer
- n) Material Planning Engineers

C.Vs. shall give at least names, age, nationality, education, professional exception/deviations and previous experience. At least on alternative shall be offered for each position.

BIDDER shall confirm that these key personnel will be made available to work on the project as required by the schedule on an full-time basis.

**5. CONSTRUCTION EQUIPMENT AND MACHINERY**

The BIDDER shall furnish details of construction equipment & machinery, testing equipment, tools/tackles, etc., which will be made available by the BIDDER at the Site.

Such list shall, in no way limit the CONTRACTOR's responsibility to arrange & provide any additional construction equipment, tools, tackle, etc., which might be required to execute and complete the WORK as per contractual schedule.

BIDDER shall furnish the procedures and tools for erection of the following equipment:

.....  
.....

**6. HEAVY LIFTS**

BIDDER shall furnish his proposed, site transportation, lifting, along with preliminary rigging schemes and erection procedure for the heavy lifts.

Such plans / schemes shall be furnished along with detailed write -up on heavy cranes proposed to be deployed by CONTRACTOR, duly supported by relevant technical literature.



## INSTRUCTION TO BIDDER

**7. BIDDER EXPERIENCE & EXCEPTION/DEVIATION TO PERFORM THE WORK**

The BIDDER should have experience in the construction of similar Plants. The BIDDER should have successfully executed and completed construction of at least one similar Plant with his own project management and with complete responsibility of construction / erection and precommissioning.

The BIDDER shall furnish, as a part of his Tender Documents establishing the BIDDER'S experience and exception/deviation to perform the CONTRACT. Such documentary evidence shall also establish to OWNER's satisfaction that the BIDDER has the necessary financial, technical, project management capabilities and the requisite resources to execute the WORK.

Such documentary evidence shall also be furnished for BIDDER'S proposed Subcontractors, if any. The BIDDER shall furnish, in a tabular form, a list of jobs of similar type and magnitude executed by them in the past. BIDDER shall also furnish details of their experience in erection of heavy lifts. The BIDDER shall furnish documentary evidence, establishing to OWNER satisfaction, that such jobs have been timely and successfully executed by them. The BIDDER shall also furnish the details of their present major commitments.

**8. QA/QC PROGRAM**

BIDDER shall furnish a summary description of their proposed QA/QC program.

BIDDER shall furnish any other technical information / details as per the requirements of ITB.

**INSTRUCTION TO BIDDER**

**Form of Bid C 1**

**Proposed Contract Price**

We.....

(BIDDER'S name)

Having our principal office located at :

.....

.....

(BIDDER'S address)

(herein called BIDDER) hereby offer to undertake to carry out, to the complete satisfaction of the MOKRAN ABNIROO COMPANY of IRAN (herein called OWNER) as CONTRACTOR all the WORK as defined in the Tender Documents and in particular in the Appendix 1 Scope of WORK

We further guarantee that we are fully capable and experienced to undertake the WORK and shall do so in accordance with the Tender Documents, and Bid Bulletins issued by OWNER under cover of the OWNER'S Invitation to Bid to change, supplement, or clarify information in the Tender Documents.

We confirm that we have no unanswered questions, inconsistencies or ambiguities with respect to the above. Our proposed Contract Price for the performance of the WORK is:

## INSTRUCTION TO BIDDER

**D) Total Contract price**

Work item	Price		Type of Price
	Euro	Rials	
1-Basic Engineering			Lump sum
2-Detail Engineering			Lump sum
3-Supply of Iranian Equipment broken down as follows (CIP unloaded at Site) : a-Equipment (excluding b,c and d) b-Transportation cost c- Transportation insurance d- Commissioning spare parts			Lump sum for each of a,b,c & d to be given separately.
Total (item 3)			
4-Supply of Non-Iranian Equipment broken down as follows (DDP unloaded at Site) : a-Equipment (excluding c,d, ... and j) b-Imported Components and Materials c-Sea transportation d-Capital spare parts e-Commissioning spare parts f-Catalyst and Chemical g- Inland transportation in Iran h- Sea transportation insurance i- Inland transportation insurance j- Iranian customs duties and charges			Lump sum for each of : a,b,c,d,e,f,g,h,i & j to be given separately.
Total ( item 4)			
5- Two years spare parts : a- Iranian b- Non-Iranian			Lump sum for each of a & b to be given separately. (note 3)
Total (item 5)			
6- Construction, Erection and Pre-commissioning of the PLANT.			Lump sum
7- Commissioning, Start-up and PERFORMANCE TEST of the PLANT.			Lump sum (1)
8- Provision of training programs and training facilities for OWNER's personnel as per agreed program of Annex 1F			Lump sum(2) (3)

INSTRUCTION TO BIDDER

Work item	Price		Type of Price
	Euro	Rials	
9- Provision of cost for offshore inspection by Owner (250 man-day).			Lump sum (3)
10- Provision of cost for onshore inspection by Owner (250 man-day).			Lump sum (3)
11- Cost of Owner resident engineer in offshore office of contractor (36 man-month).			Lump sum (3)
12- Cost of Owner resident engineer in Contractor's office in Iran (80 man-month).			Lump sum (3)
<b>Total Contract Price (1+2+...+12)</b>			

(Note 1: Lump Sum prices for construction, erection and pre-commissioning shall be provided in Rials.)

(Note 2: Lump Sum on the basis of rates for each of the required Training Courses and for certain no. of Trainees per each of the courses)

(Note 3: Owner has the right to use the Lump sum for the mentioned services and supply or may ask CONTRACTOR to provide another services or supply based on Owner discretion.)

We further confirm that upon receipt of your acceptance of our Bid we shall immediately proceed with the WORK and that the Tender Documents as amended by the Bid Bulletins, including this form of Bid and your acceptance, shall be a binding contract between us until signing of a formal CONTRACT between us.

For and on behalf of.....

Signature : .....  
 Name : .....  
 Title : .....  
 Date : .....

**INSTRUCTION TO BIDDER**

**Bid Form C 2**

**Schedule of Daily / Hourly Rates**

1. BIDDER shall quote rates for various categories of employees and also for construction equipment and machinery , which should be inclusive of pay roll cost, and allowances, taxes, fringe benefits etc. for categories of the personnel he proposes to employ for this Project and also all cost in connection with the use and operation of the construction equipment and machinery such as operators’ , maintenance’ and consumables’ costs ,etc.
2. Payment for part of the day shall be made on pro- rata basis.
3. Rates shall be used for any additional/ extra work or deletions under Change Orders only.
4. All rates are fixed for the duration of the CONTRACT.

**NOTE :**

Rates to be proposed shall be used for home office work as well as for Site personnel for Technical Services and Assistance.

Sr.No.	Description of categories	Rates per day of 9 working hours at CONTRACTOR’S home office			
		Nominal working hours		Overtime and holiday’s	
		Foreign Currency	Iranian Currency	Foreign Currency	Iranian Currency
1.	2.	3.	4.	5.	6.
1	Project manager				
2	Senior process engineer				
3	Process engineer				
4	Instrument specialist				
5	Draftsman				

INSTRUCTION TO BIDDER

Sr.No	Description of categories	Rates for 10 working hours per day at job Site for six days per week			
		Normal Working Hours		Overtime and holiday's	
		Foreign Currency	Iranian Currency	Foreign Currency	Iranian Currency
1.	2.	3.	4.	5.	6.

Rates for construction equipment and machinery to be given by the BIDDER.

Signature of BIDDER

**INSTRUCTION TO BIDDER**

**Bid form C 3**

**Exception/Deviations**

Name of WORK :  
Name of BIDDER :

BIDDER shall either stipulate in this form

1. We make no exception/deviation to this bid or
2. This bid is subject to the following exception/deviations and fill in the below

Sr. No	No. of section of bid doc.	Page No.	Article or Paragraph No.	Requirement	Exception/Deviation
1					
2					
3					

Signature of BIDDER

## INSTRUCTION TO BIDDER

**Bid Form C 4****Bid Bond**

BANK MELLI  
CENTRAL BRANCH,  
TEHRAN.

Sir :

At request of (x) please issue on our full responsibility and against our counter GUARANTEE No..... your Bid GUARANTEE for..... in favour of (xx) as follows :  
quote As (x) is willing to participate in the Bid for..... therefore, we hereby become surety for the above named for the amount of..... (in words). In the event that we are notified by (xx) that the offer of the above named is accepted but the said firm has refused to sign the contract or to submit the GUARANTEE for due performance of the contract within the stated period, we undertake to pay the above - mentioned amount of.....in favour of (xx) as soon as we receive the first written demand of (xx) without any need to prove the correctness or accuracy of same or to issue any form to take any action through administrative or legal channels.

This GUARANTEE is valid up to the close of business on.....It is extendible for any period that may be requested by (xx) and in the event of our not being able or not being willing to extend the period of the GUARANTEE or if (x)does not take the necessary action to have the GUARANTEE extended or does not so instruct this bank, we undertake that without any need for a fresh demand in this connection we shall pay the above sum in favour of (xx) unquote.

In consideration of your issuing at our request a GUARANTEE in favour of (xx) hereinafter called "the beneficiaries " for the amount of..... as requested above, we (name of the bank) hereinafter called " the BANK " hereby irrevocably and unconditionally undertake to indemnify you against all losses, expenses or damages which may arise out of any claim made as result of your having given such a GUARANTEE, and we hereby undertake to reimburse you without delay and at your first simple cable / telex demand, any amount you may be called upon to pay under the said GUARANTEE, without it being necessary for you to produce or adduce any proof (s) or any judicial or administrative proceedings whatsoever in support of your claim.

We further agree that any request made upon you by the beneficiaries for payment of any sum shall constitute a sufficient authority to you for making such payment without any obligation on your part to inquire whether such amount is in fact due to them, while this indemnity covers payment by us to you in the event stated above, it must be understood that our liability here will not exceed the aggregate amount of... plus your commission and charges.

We finally agree that this indemnity as well as all matters connected therewith shall be construed and decided in conformity with the Iranian laws and also the place of jurisdiction will be in Iran.



**INSTRUCTION TO BIDDER**

This counter GUARANTEE is valid until..... (plus 15 days for mailing time) and will be extended for any period asked for by (xx) should the BANK not be in a position or do not agree to extend this GUARANTEE and / or if (x) fail to provide the means for its extension and make the BANK agree to such extension, then the BANK undertakes to pay the amount referred to above to or to the order of BANK MELLI IRAN, without being necessary for the latter to make a new claim.

Yours faithfully

Date..... for.....

Place.....

(x) Name of the BIDDER

(xx) Name of the OWNER

## INSTRUCTION TO BIDDER

**Bid form C 5****Alternatives**

BIDDER shall stipulate in this form the proposed alternatives, which differ from the requirements specified in the Tender Document, and that will provide cost and/or schedule advantages to the OWNER if adopted. To be considered and properly evaluated, each alternative shall be treated separately, described and developed after the original requirement has been reinstated. Cost and schedule advantages shall be indicated in plus or minus by reference to the prices and schedule included in the base Bid and fully supported.

- 1. ALTERNATIVE 1**
  - 1.1 Reinstatement of the original requirement**
  - 1.2 Description of the proposed alternative**
  - 1.3 Cost and schedule advantages**
  
- 2. ALTERNATIVE 2**
  - 2.1 Reinstatement of the original requirement**
  - 2.2 Description of the proposed alternative**
  - 2.3 Cost and schedule advantages**

**INSTRUCTION TO BIDDER**

**Bid Form C 6**

**Proposed Warranties, Guarantees and Liabilities**

BIDDER is required to propose the monetary value of the liquidated damages, which are specified in the Annex 1I and in CLAUSE 10 of the CONTRACT.