

ENQUIRY DOCUMENT FOR PREPARATION OF FIRE & SAFETY DOCUMENTS

Emergency Response Disaster Management Plan, Quantitative Risk Assessment, Fire Risk Assessment, HSE Manual & Fire Emergency Procedure Manual

OWNER: ASSAM PETRO-CHEMICALS LIMITED

PROJECT: 500TPD METHANOL PROJECT

Enquiry No: - APL/Proj/04/2021/785/120

LOCATION: NAMRUP, ASSAM

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I. INTRODUCTION

- a) Assam Petro-Chemicals Ltd. is a Public Sector Undertaking under the Govt. of Assam having Methanol plant of capacity 100TPD and a Formaldehyde plant of capacity 125TPD at Namrup. Presently, the Company has been implementing a new 500TPD Methanol Project at Namrup (Dist.-Dibrugarh), Assam and it is in pre-commissioning phase which will be followed by commissioning soon.
- b) The product is produced industrially using Natural Gas as feedstock.
- c) The details of the 500TPD Methanol Project for which the documents needs to be prepared as per statutory guidelines:

d) PROJECT INFORMATION- GENERAL

SL.N O.	DETAILS	DESCRIPTION
1.	Facility Description	<p><u>Facility Configuration:</u> Methanol plant – 500 TPD Tankages – 18 Cooling Tower – 3 Cells Nitrogen Plant – 570 Nm³/hr (gaseous), 230 Nm³/hr (LIN) Compressed Air (IA/PA) System – 3585Nm³/hr Water Block Package –</p> <ul style="list-style-type: none"> • Raw Water Treatment Plant (RWTP) – 150 m³/hr • DM Plant – 25 m³/hr • Condensate Polishing Unit (CPU) –25 m³/hr(each) • Effluent Treatment Plant (ETP) – 20 m³/hr • Zero Liquid Discharge Plant (ZLDP) – 80m³/day • Sewage Treatment Plant (STP) – 10m³/day <p>Captive Power Plant – 10.94 MW [GTG -1 no + HRSG -1 no + STG -1 no + UB – 2 nos.]</p>
2.	Process Description	<p>Feed stock compression: NG is taken from Oil India Limited through Assam Gas Company Ltd. at a pressure of about 14 kg/cm² g. Then the reformer feed stock flows through the NG compressor to boost up the pressure up to 33 kg/cm² g</p> <p>Feedstock Desulphurisation: To avoid poisoning of the reformer catalyst, the NG is passed through hydrogenator and desulphuriser respectively.</p> <p>Reformation: Superheated steam is mixed with the hot NG, which is then further heated and enters a tubular reforming</p>

		<p>furnace at around 635°C and 27 kg/cm² g pressure. Here steam/carbon ratio is 2.5. Ni-based Catalyst used in the Reformer. Reformer consists of 138 no of tubes made up of Micro alloy and 180 burners. At the outlet of the Reformer we get the Reformed gas (i.e. Mixture of CO, CO₂, H₂ mainly) or synthesis gas at around 915°C and ~25 kg/cm² g pressure.</p> <p>Make gas cooling: The synthesis gas leaving the reformer tubes are cooled to 40°C followed by compression in the synthesis gas compressors.</p> <p>Synthesis gas compression: Synthesis gas at ~22kg/cm²g and 40°C is then compressed up to 70 kg/cm²g pressure and delivered to the Methanol synthesis loop by a two-stage centrifugal Synthesis Gas Compressor.</p> <p>Methanol Reactor: The synthesis gas is fed to a Boiling Water Methanol converter containing Cu-based Methanol synthesis catalyst. Reactor effluent is cooled and the condensate is stored in crude Methanol tank for further processing.</p> <p>Distillation Section: The Crude Methanol is then purified in the three distillation columns i.e. Stabilizer, LP Methanol Column and MP Methanol column respectively. And we get the 99.9% pure Methanol from the top of the MP Methanol Column and the LP methanol column</p>
3.	Process Flow Diagram (PFD)	<p style="text-align: center;">Figure 1: Simplified block diagram.</p>
4.	No. Of P&ID'S	180 approx.
5.	Brief description of the Plant operations, including details of raw materials,	Raw material – Natural Gas Finished Product –Methanol

	finished products and major processes	
6.	Compositions of the product handled	The minimum Federal Grade AA methanol quality from the new project. 1. Percent Methanol Wt % Min 99.85 2. Aldehyde and Wt % max 0.003
7.	Total built up area and names of key plant blocks	15 acres (approx.) 1. Control Room 2. Substation Building 3. Satellite Rack Room 4. CPP Building 5. Chemical Building 6. Three(03) nos. of Pump house
8.	Number of Floors	1. Control Room – 1 floor 2. Substation Building - 2 floors 3. Satellite Rack Room – 1 floor 4. CPP Building – 2 floors 5. Chemical Building – 2 floors 6. Three(03) nos. of Pump house
9.	Number of personnel employed: (Inclusive of contractor employees)	400 employees + 100 approx. (others)
10.	Incoming Power Details including details of captive power	Captive Power Plant – 10.94 MW [GTG -1 no + HRSG -1 no + STG -1 no + UB – 2 nos.]
11.	Number of DG sets with KVA rating	Total 03 nos. DG sets 02 nos. DG set - 1010 KVA 01 nos. DG set - 320 KVA
12.	Number of transformers with KVA rating	2.5 MVA – 06 no 7.5 MVA – 01 no 250 KVA – 02 no 200 KVA – 02 no 150 KVA – 02 no 100 KVA – 02 no

13.	Details of Hazardous Chemicals Stored (including fuels) - Name and Quantity	<p>Methanol – 600TPD; Existing 100TPD Methanol+500TPD Methanol(after commissioning of the project)</p> <p>Formalin -125TPD</p> <p>Other Chemicals for CPP – Ammonia, Carbo Hydrazine</p> <p>Other Chemicals for Cooling Water-</p> <p>Sulphuric acid, Hydrochloric acid, Sodium Chlorite, Biocide, Polymeric Dispersant, etc.</p> <p>Other Chemicals for Water Block package-</p> <p>FeCL3, Lime, Poly electrolyte, HCl, DWPE, DOPE, NaOH, NaOCl, Antiscalant, etc.</p>
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II. INSTRUCTION TO BIDDERS (ITB)

A. IMPORTANT POINTS TO BE NOTED

a) SALIENT FEATURES OF ONLINE SUBMISSION OF BID

SL.NO	DESCRIPTION	REMARKS
1	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website https://assamtenders.gov.in & APL's website www.assampetrochemicals.co.in
2	Bid Download and Submission made available for the Bidder on the above website for the period	11/10/2021 to 26/10/2021
3	Last Date and time for submission of Online Bids (DUE DATE)	Up to 15:00 Hrs. (IST) on 26.10.2021, only at Government of Assam Public Procurement Portal https://assamtenders.gov.in
4	Place of Submission of 01 sets of Original authenticated Un-price Bid (Hard Copy) and Earnest Money Deposit(EMD)	DGM (Elect. Project) & T.S. (i/c) Assam Petro-Chemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623 Assam (India) Tel - +91 374 2500331
5	Online opening of Technical Bid.	15:00 Hrs. (IST) on 27.10.2021.
6	Contact Person with details for any	Mr. Somnath Naha, DGM (Elect. Project) & T.S. (i/c)

	clarifications	<p>Ms. Sonmoni Choudhury, Dy. Manager (Project & T.S.)</p> <p>Assam Petro-Chemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Mob. No. +91-86381-71503</p> <p>Email– naha.s@assampetrochemicals.co.in choudhury.s@assampetrochemicals.co.in</p>
7	Bid Validity	6 months from the DUE DATE or EXTENDED DUE DATE, if any.
8	Tender Fee	NOT APPLICABLE
9	Estimated Cost of the job**	<p>Rs. 18,66,700/- (Rupees Eighteen lakhs Sixty-six thousand and Seven hundred) only</p> <p><i>**The rates are exclusive of all applicable taxes & duties</i></p>
10	Earnest Money Deposit	Rs. 35,000/- (Rupees Thirty-five Thousand only)

- b) Earnest Money Deposit (EMD): Rs. 35,000/- (Rupees Thirty-five Thousand only) in the form of Demand Draft (DD) (from Nationalised Bank) in favour of “Assam Petrochemicals Limited” at the State Bank of India, Namrup Branch, Namrup- 786623. EMD shall initially be valid for 06(six) months from the due date for bid submission.
- c) Refund of EMD: After acceptance of order by successful bidder, APL shall return the EMD to all unsuccessful bidders. EMD shall be returned to the successful bidder after its submission of the CPBG (Contract Performance Bank Guarantee) of required amount and in stipulated time. EMD shall not bear any interest. The format of CPBG is enclosed as ***Annexure- III***.
- d) In addition to the documents submitted online in the e-tendering portal, bidders are requested to submit hard copies of techno-commercial documents along with EMD within 07(seven) days from Bid Due Date. The offers submitted by bidders shall be either neatly spiral bounded or hard bounded. Offers submitted

in loose/stapled papers will not be accepted. **No price related information shall be submitted along with the hard copy of documents as mentioned above. Non-compliance shall lead to disqualification.**

- e) **10% security deposit shall be deposited by the successful bidder within 15(fifteen) days of receipt of LOI / Work Order in the form of CPBG (Contract Performance Bank Guarantee). The format of CPBG enclosed as *Annexure- III*.**
- f) **All clauses of GST would be implemented in the contract as per *Annexure-I***
- g) **Price quoted by the party should be firm and shall be valid for 06(six) months from the date opening of the price bid.**
- h) **APL reserves the right to split the contract and award the jobs as mentioned in scope of work into two or more bidder, if necessary.**

III. PRE-QUALIFICATION CRITERIA (PQC) / BID ACCEPTANCE CRITERIA

- A. The bidder (i.e. Sole Proprietorship firm/ Indian Joint Venture Company Incorporated/partnership firm/ Consulting firm) should satisfy the following Pre-qualification criteria for consideration in tendering process:
 - a) Should have update knowledge and clear understanding on Indian and International Regulations and Standards (Oil Industry Safety Directorate (OISD), The Petroleum and Explosives Safety Organization (PESO), Chemicals (MSIHC), Rules, 1989, Factories Act 1948 and Rules, National Fire Protection Association (NFPA), ISO, etc.)
 - b) Bidder should have provided at least 02(two) consultancy service in the field of Petrochemical /Refinery/Chemicals for preparation of the 03(three) documents which are. Emergency Response Disaster Management Plan, Quantitative Risk Assessment, Fire Risk Assessment in last 05(five) financial years.

Bidder shall have experience in the last 05(five) years of having successfully carried out and completed similar work during calculated from the month previous to the one in which applications are invited, which experience should be any one of the following:

- i. Three similar completed works, each costing not less than INR 5,18,000.00
- ii. Two similar completed works, each costing not less than INR 6,47,500.00
- iii. One similar completed work costing not less than INR 10,36,000.00

Wherein, similar work is defined as execution /preparation of Emergency Response Disaster Management Plan, Quantitative Risk Assessment and Fire Risk Assessment.

- c) To this effect, bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of the documents as mentioned below:

Work order and Completion certificate.

B. The bidder should provide following details of their Financial Capabilities:

- a) Average Annual Turnover for last three financial years i.e. 2018-19, 2019-20 and 2020-21 should be not less than INR 5,50,000.00
- b) The bidder shall have earned a net positive profit for the last three consecutive years.
- c) The financial net worth of the bidder as per latest audited annual reports as on 31/3/2021 shall be positive.
- d) Audited Balance sheet and profit and loss account of last three financial years.
- e) GST registration certificate.
- f) Income tax return of last 03(three) years.

IV. SCOPE OF WORK

APL Intended to prepare Fire & Safety documents of the 500TPD Methanol Plant as per scope of work enumerated in the following paragraphs.

- a) The scope of work includes the following preparation of fire & safety documents:
1. Quantitative Risk Assessment (QRA)
 2. Fire Risk Assessment
 3. Emergency Response Disaster Management Plan (on-site and off-site)
 4. HSE Manual
 5. Fire Emergency Procedure Manual

All documents shall be prepared based on Indian and International statutory requirements applicable to Petrochemical Plant (Oil Industry Safety Directorate (OISD), The Petroleum and Explosives Safety Organization (PESO), Chemicals (MSIHC), Rules, 1989, Factories Act and Rules, National Fire Protection Association (NFPA), National Building Code 2016, ISO, The Environment Protection Act, 1986, The Water Act, 1974, The Air Act, 1981, The Central Motor Vehicle Rules, 1989, the Disaster management Act, 2005, The Electricity Act, 2003, etc.)

- b) On receipt of work order, the Bidder's experienced multi- disciplinary team shall visit the plant to study the documents as required.

- c) The work shall include, but not limited to the following:
1. The details of the 500TPD Methanol Plant for which Quantitative Risk Assessment needs to be conducted and, on that basis, ERDMP needs to be prepared as per the Statutory Guidelines.
 2. Establish Risk Assessment and Fire Assessment Study Procedure/Method/technique.
 3. Use well acceptable & standard **QRA software** to carry out risk assessment and fire assessment and consequence analysis as per the acceptable standards.
 4. Establish both On-site/ Off-site Emergency Preparedness Plan, Mock Drill & Rescue Operations. ERDMP for Tank Trucks and Pipelines Carrying Petrochemical products, integration of the ERDMP with National Disaster Management Authority (NDMA) guidelines, Petroleum and Natural Gas Regulatory Board (Codes of Practices for ERDMP) Regulations 2010, Amendments, 2020, action plan on Chemical Disasters (Industrial, Security threat plan and action plan to meet the eventualities, etc. **The bidder should get the Mock Drill conducted.**
 5. Review of fire fighting system and related equipment, identify the fire hazards and risks in the unit and establish fire alarms and communication system and their adequacy with respect to: Safe working procedures and Emergency preparedness.
 6. Establish the maintenance norms for Fire Hydrant, Fire fighting systems and related equipment.
 7. Establish maintenance & inspection practices to be followed by the unit. This shall include review of NDT System reporting, follow up action and availability of latest systems for assessing health of equipment.
 8. Establish road safety vis-à-vis plant safety of movements of trucks, tankers and wagons inside the factory and procedure for transportation of chemicals
 9. Establish system for periodic checking of safety valves, Hydrostatic Testing of pressure vessel, lifting tools & tackles, cranes, electrical systems, methods for carrying out jobs such as work online system, Earthing system, Earth pit records, preventive maintenance of substations and other provision/obligations covered under statutory regulations including maintenance of records.
 10. Establish adequacy of instrumentation system & interlocks and its maintenance norms.

11. Review and redevelop Occupational Safety and health (OS&H) policy, organizational setup, education and training, employee's participation in OS&H Management, Motivational and Promotional measures for OS&H, Safety Manual and Rules. SWOT (Strength, weaknesses, opportunities and threats) analysis will be carried out to highlight these areas for Top management.
12. Establish system for accidents/unsafe occurrences/near misses and accident reporting, investigation, analysis and implementation of recommendations.
13. Identification of critical plant areas, equipment, piping, supports and structures subjected to high stress corrosion and at severe operating conditions requiring regular monitoring and attention vis-a-vis plant safety.
14. Establish system for ensuring the compliance with statutory requirements.
15. Establish system for new equipment review/inspection.
16. Establish procedure for monitoring & maintenance of critical equipment.
17. Health & safety improvement plans/targets.
18. Use of Personal Protective Equipment (PPE) in the plants and its adequacy.
19. Good house- keeping and measures.
20. Machine and general areas guarding.
21. Air, Water, Ventilation, illumination and noise monitoring system.
22. Work Environment monitoring system.
23. Safety Work Permit System.
24. Lock Out Tag Out System.
25. Safe system of Lifting and Handling equipment.
26. Process/Plant modification procedure.
27. Safety in Storage, Warehouse and Workshops.
28. Establish procedure for handling, storage and disposal of hazardous chemicals and wastes as per statutory norms.
29. Visitors' safety, Contractor's personnel Safety Systems and training.

30. Customers (including Material Safety Data Sheet).
31. Establish periodic medical examination for persons working in critical areas including medical and first aid facilities available.

V. METHODOLOGY

The following is the tentative methodology, which may be adopted for carrying out the development of documents:

- a) The documents shall be prepared by a team of experienced technical expert from engineering discipline having in-depth experience in Petrochemical/Refinery/Chemical plant.
- b) Team shall visit the plant for collection of information and site study. An opening meeting for the study will be done at APL Office, wherein the party will give the methodology of study and data collection.
- c) The personnel employed shall be of sound knowledge in the respective field. The CONSULTANT shall be bound to change the personnel deployed if any of them is considered unsuitable by APL and decision on this account shall be final and binding on the CONSULTANT without any question.
- d) APL will provide data, drawings, document as required for study.
- e) All recommendations should be practically feasible and should confirm to National or International standards followed in Methanol producing units.
- f) The travelling and food expenditure of team personnel shall be in Consultant's scope.
- g) The accommodation expenditure of team personnel shall be in APL's scope.
- h) The consultant shall prepare a draft report and submit to APL for review 02(two) sets of Hard & Soft copy are required.
- i) A final closure meeting shall be held with the Consultant at Namrup for final submission of documents and the Consultant shall submitted final reports after incorporating observation of APL.
- j) After review by APL, consultant shall submit 03(three) sets of hard copies of the reports decently bounded. Soft copies need to be provided along with the hard copies.

VI. BID REJECTION CRITERIA

- a) The bidders shall adhere to the following provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered to be non-responsive and may be rejected.
 - i. Non Meeting Pre-Qualification criteria
 - ii. Non-Submission of EMD, if applicable
 - iii. Non-submission of Pre-filled agreed terms and conditions along with the unpriced offer / on or before bid due date & time.
 - iv. Submission of Prices / rates in SOQ / SOR in un-priced bid.
 - v. Incomplete and delay submission of bid.

VII. TECHNO-COMMERICAL BID

- a) APL will examine or cause to be examined the bids to determine whether they are complete, whether the documents have been properly signed & sealed, and whether the bids are generally in order.

The bidders shall furnish the following information also along with their bid:

- i. One copy of this Tender Document duly signed on each page as token of acceptance of scope of work and all terms & conditions.
- ii. All Pre-qualification documents as per PQC criteria.
- iii. Company's Organisational Details.
- iv. Bidders shall provide the following documents in addition to all other documents as mentioned in this tender document.
 1. PAN card copy
 2. GST No.
 3. EPF Registration No.
 4. Cancelled Bank Cheque.
- v. Time Schedule on a Bar Chart.
- vi. Confirmation on Methodology for preparation of documents for 500TPD Methanol plant.
- vii. Earnest Money Deposit (EMD) of Rs. 35,000/- (Rupees Thirty-five Thousand) only in the form of Demand Draft (DD) (from Nationalised Bank) in favour of "Assam Petrochemicals Limited" at the State Bank of India, Namrup Branch, Namrup 786623 or non-revocable Bank Guarantee (BG) from Nationalised Bank as per the APL.

EMD shall not bear any interest.

- viii. Schedule & list of manpower to be deployed at sites as well as for preparation of reports and total manpower required for the subject assignment.
- ix. List of field test equipment required, if any, for carrying out the studies.
 - b) The bidders who accept conditions of the NIT unconditionally in their Techno-Commercial offer and meets all qualifying requirements shall only be considered for participation in the price bid, and such determination shall not be open to question.
 - c) The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as APL deem necessary and appropriate.
 - d) Bidder(s) techno-commercially accepted will only be communicated for price bid opening.

VIII. AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.
- b) The modifications/amendment will be notified through Addendum /Corrigendum in e-tendering portal <https://assamtenders.gov.in> & APL's website www.assampetrochemicals.co.in. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- c) Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required.

IX. PRICE TO BE FIRM

- a) The fee/charge quoted by the CONSULTANT shall remain firm till the execution of the CONTRACT. No escalation on the quoted rates shall be allowed till the completion of work.

X. TIME SCHEDULE FOR EXECUTION OF THE ASSIGNMENT

The time schedule for preparation of all the below referred documents is 03(three) months from the date of issue of Work order or LOI

1. Quantitative Risk Assessment (QRA)
2. Fire Risk Assessment
3. Emergency Response Disaster Management Plan (on-site and off-site)
4. HSE Manual
5. Fire Emergency Procedure Manual

XI. PAYMENT SCHEDULE

- a) 50% of the work order value would be paid within 01(one) month from the date of acceptance of draft report as per Clause V(h). This would be considered after Closure meeting.
- b) Rest 50% of the work order value would be paid after 01(one) month from the date of submission of Final Report as per Clause V(j).

Note: All the above payment milestone will be released only after submission of Security Deposit as per Clause II A(e).

XII. SUSPENSION OF WORK

- a) OWNER may direct CONSULTANT in writing to suspend all or any part of WORK for such period of time as may be determined by OWNER to be necessary or desirable for the convenience of OWNER. On receipt of such notice, CONSULTANT shall take immediate action to wind up the WORK in such a manner that it will cause least damage to OWNER.
- b) OWNER shall advice CONSULTANT of the period such suspension is likely to cover. CONSULTANT shall remobilize his personnel and resume WORK as expeditiously as possible on receipt of instruction from OWNER to resume the WORK.

XIII. TERMINATION OF CONTRACT

- a) Prior to OWNER invoking any of its rights under Clause (b) and (c) below, the PARTIES shall meet and discuss any outstanding of the other PARTY's position. All efforts shall be made by the PARTIES to reach an equitable and amicable solution to such issue or dispute.

- b) OWNER may by written notice to CONSULTANT, terminate CONTRACT whenever OWNER deems such termination to be in its best interests. Upon such termination the provisions of clauses (d) and (g) below shall be applicable.
- c) If CONSULTANT shall neglect to execute WORK with due diligence or expedition, shall refuse or neglect to comply with any reasonable order given to it in writing by OWNER in connection with WORK, or shall contravene any of the provisions of the CONTRACT, OWNER may give notice in writing to CONSULTANT calling upon it to make good the failure, neglect or contravention complained of, within a period of 15(fifteen) DAYS. In CONSULTANT's default of compliance with any such notice, OWNER may without prejudice to its rights rescind or terminate CONTRACT.
- d) Upon notice of termination by OWNER pursuant to clause (b) OWNER may require CONSULTANT to:
 - 1) Terminate all work
 - 2) Deliver to OWNER, Plan, specifications, and drawings produced, prepared, or acquired for WORK.
- e) On termination by OWNER under Clause (c) above OWNER may carry out all remaining WORK either by itself or through its agents or may re-contract to any person or company to execute the same and provide materials, tools, tackles, or labour for the purpose of completing WORK. OWNER has the right to make use of the amount withheld towards the cost of such WORK by giving notice in writing of its intention of doing so to CONSULTANT.
- f) In case of termination under Clause (b) above, OWNER shall elect to carry out by itself or by any other person WORK necessary to complete WORK by using CONSULTANT's design and engineering.
- g) Payment of compensation for the works performed till the date of termination will be decided at the time of termination.

XIV. JURISDICTION

- a) The Contract shall be governed by and construed in accordance with the law of India as well as the state of Assam and the courts at Dibrugarh/Guwahati, Assam shall have exclusive jurisdiction over all Disputes arising under or in connection with the Contract.

XV. LIABILITY

- a) It is required to be ensured and suitably incorporated that the Consultant shall comply with the provision of all the Acts and Regulations framed there under from time to time and that are applicable in such type of services and shall bear the burden of the

same. Also that the consultant shall indemnify the APL of any liability arising out of its non-compliance of any acts of whatsoever nature it may be.

- b) APL shall have no liability whatsoever concerning the staff deployed by the successful bidder for the purpose. The successful bidder shall keep the APL indemnified against all losses or damages of liability arising out of or imposed in due course of employment of staff by them during entire run of the contract.
- c) Owner (APL) shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injury to any accident or injury/death to any workmen or other person during the employment of the contract by the consultant and the consultant shall indemnify the owner against such damages and compensation and against all claims, demand, charges and expresses etc. whatsoever in respect of or in relation there to.

A. LIMITATION OF LIABILITY

- a) The aggregate total liability of the Consultant to Owner under the Contract shall not exceed the total Contract Price, except that this shall not limit the liability of the Consultant for following:
 - 1. In the event of breach of any Applicable law;
 - 2. In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Consultant or any person acting on behalf of the Consultant; or
 - 3. In the event of acts or omissions of the Consultant which are contrary to the most elementary rules of diligence which a conscientious Consultant would have followed in similar circumstances; or
 - 4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
 - 5. For any damage to any third party, including death or injury of any third party caused by the Consultant or any person or firm acting on behalf of the Consultant in executing the works.
- b) Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.
- c) The Consultants Liability for Guaranteed for Time schedule & Liabilities and Performance Guarantees & Liabilities (if any) only shall be limited to an aggregate maximum of 10% (ten percent) of the total fee/Contract price payable by OWNER under the CONTRACT.

XVI. CONFIDENTIALTY OF INFORMATION

A. DEFINITION

- a) Confidential information shall mean all information relating directly or indirectly to the WORK and not available in public domain and which is disclosed to CONSULTANT by or on behalf of OWNER and to OWNER by or on behalf of CONSULTANT.

B. DISCLOSURE TO THIRD PARTIES

- a) CONSULTANT and OWNER shall not disclose confidential information to any third –party without prior written approval of the other PARTY.

C. USE OF CONFIDENTIAL INFORMATION

- a) Either PARTY to this CONTRACT shall use the confidential information only for the WORK to be performed for implementing this CONTRACT. Either PARTY will limit disclosure of confidential information within its organization to only those of its employees who need to make use of it for the aforesaid purposes.

XVII. FORCE MAJEURE

- a) Neither CONSULTANT, nor OWNER shall be considered in default in the performance of their contracted obligations under the CONTRACT, so long as such performance is prevented or delayed by force majeure, force majeure shall be understood to be any cause beyond the reasonable control of the PARTY affected such as Acts of God, severe earthquake, typhoon, cyclone (except monsoon), floods, lightning, landslide, fire ,explosion, plague, pandemic, strike, lockout, sabotage, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, trade embargoes, restraining order control, destruction, or requisition by order of any Government or any public authority.
- b) The PARTY claiming the benefit of this clause shall forthwith and within 28 (twenty eight) DAYS give notice to the other PARTY specifying the event constituting force majeure and explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONSULTANT and OWNER shall as soon as possible in consultation determine the length of delay likely to be caused by such event, and on the basis of available evidence agree in writing on a fair and reasonable extension of time for the completion of WORK, if possible, and any other consequences of Force Majeure. The PARTY claiming force majeure shall notify the other PARTY of the date when the event giving rise to force majeure has ceased to exist.

- c) OWNER and CONSULTANT shall be diligent and use their individual and combined efforts in attempting to prevent, overcome, or avoid the causes of force majeure. The PARTIES upon receipt of notice of force majeure shall confer promptly with each other and mutually agree upon a course of action to remove or alleviate such cases.

- d) If, inspite of the action taken under Clause XVII(c) above, the state of force majeure continues for a period of three (3) months, then the PARTIES shall consult each other to decide as to what action should be taken in the circumstances.

ANNEXURE-I

A. TAXES, DUTIES AND LEVIES

- a) The quoted price shall be deemed to be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).
- b) Prices shall be furnished strictly in the appropriate price schedule format(s) enclosed with the bidding document.
- c) Price quoted by the bidder, shall remain firm and fixed until completion of the contract and would not be subject to any variation, except as otherwise specifically provided in the enquiry document(s).

B. GOODS AND SERVICE TAX

- a) Consultant shall be required to issue tax invoice in accordance with GST act and/or rules so that input credit can be availed by OWNER. In the event that the consultant fail to provide the invoice in the form and manner prescribed under the GST act read with GST invoicing rules there under, OWNER shall not be liable to make any payment on account of GST against such invoice.
- b) GST shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTIN portal). In case of non-receipt of tax invoice and/or non-payment of GST by the consultant (or non-auto-population of input tax credit on GSTIN portal), OWNER shall with hold the payment of GST.
- c) GST payable under reverse charge for specified services/goods under GST act or rules, if any shall not be paid to the consultant but will be directly deposited to the government by OWNER.
- d) Where OWNER has the obligation to discharge GST liability under reverse charge mechanism and OWNER has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to OWNER or ITC w.r.t such payment is not available to OWNER for any reason which is not attributable to OWNER, then OWNER shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by OWNER to consultant.
- e) The Consultant shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit Is denied/delayed to OWNER due to any non-compliance/ delayed compliance by the supplier under the GST act (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the Consultant), the Consultant shall be liable to reimburse OWNER for all such losses and other consequences including but not limited to the tax loss, interest

and penalty. OWNER shall be entitled to recover such amount from the consultant by way of adjustment from the next invoice, encashment of PBG or by way of any other means.

- f) TDS under GST, if applicable shall be deducted from consultant's bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to consultant.
- g) The consultant will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the consultant shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- h) The consultant will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the consultant will be responsible for procurement of material in its own registration (GSTIN).
- i) In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "cover under composition system" in column for GST of price schedule.
- j) OWNER will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable.
- k) GST while evaluation of bid. Where OWNER is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- l) Owner will issue road permit/ e-way bills. However, wherever applicable Consultant/vendor will issue road permit/e-way bills.

C. APPLICABILITY OF TAX CREDIT

100% of GST input credit will be available to APL on the service which is otherwise available as per the provisions of the law.

D. STATUTORY VARIATION

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Consultant except for the following:

GST: If after the due date of submission of last price bid and upto the contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to OWNER's account and shall be adjusted (increase / decrease) to / from the Contractor's / Consultant's invoices based on the documentary evidence.

Any increase in GST after the contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition)

shall be to Contractor's / Consultant's account. However, any decrease in the rate of GST shall be passed on to OWNER.

For calculating Statutory Variations, ceiling amount as declared by the Bidder in price schedule shall only be considered.

Any new taxes, duties, cess, levies notified or imposed after the due date of submission of last /final price bid but before the contractual date of delivery (including extended contractual delivery period for the reasons attributable to OWNER or due to Force Majeure condition) shall be to OWNER's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to vendor, any new or additional taxes and duties imposed after Time for Completion, as above, shall be to Contractor's / Consultant's account.

E. Income Tax & Corporate Tax:

- a) Income Tax deductions shall be made from all payments made to the Contractor / Consultant as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time & TDS Certificate shall be provided.
- b) Corporate Tax Liability, if any, shall be to Contractor's / Consultant's account.

ANNEXURE-II

PRICE BID

Sl No	Description of Job	Unit	Quoted Rate (Rs)	Quoted Rate in figures (Rs)
1	Quantitative Risk Assessment (QRA)	LS		
2	Fire Risk Assessment	LS		
3	Emergency Response Disaster Management Plan (on-site and off-site)	LS		
4	HSE manual	LS		
5	Fire Emergency Procedure Manual	LS		
Total---(1)				

Applicable Rate of GST to be mentioned by Bidder ----- (2)

IGST @.....

CGST @.....

SGST @.....

Total Amount (1) + (2) =

Amount in Words--- Rupees _____

Note:

1. Specify IGST in case of interstate supply or Specify CGST, SGST/ UTGST in case of intrastate supply.
2. In case GST% varies from item to item, mention item wise GST % (use additional sheet on your letterhead if required).
3. 100% amount of GST shall be considered as Input Tax Credit and BIDDER shall be reimbursed GST only against invoices issued in accordance with GST rules.
4. Bidder shall furnish GST Registration Numbers, HSN Code and SAC No. in all invoices.
5. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in above column for GST (CGST & SGST/UTGST or IGST), under such circumstances, bidder's price will not be loaded with GST.
6. The classification of goods as GST per Act should be correctly done by the consultant to ensure that input tax credit (if any) benefit is not lost to the OWNER on account of any error on the part of the BIDDER.

ANNEXURE-III

**BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT
LIABILITY OF THE OBLIGATIONS OF CONSULTANT**

(On non-judicial stamp paper of appropriate value)

To,
Assam Petro-Chemicals Ltd.
Namrup, P.O.-Parbatpur, Dist.-Dibrugarh, Pin-786623 (Assam)

IN CONSIDERATION OF THE ASSAM PETROCHEMICALS LTD. a Company registered under the Companies Act 1956, having its registered office at Orion Place, Mahapuris Srimanta Sankardev Path, Guwahati 781005, India (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Consultant" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General purchase conditions of "the Corporation" and upon the condition of "Consultant" furnishing security for the performance of "the Consultant" obligations and/or discharge of "the Consultant" liability under and/or in connection with the said Consultancy service up to a sum of Rs. _____ (Rupees _____) amounting to 10% (ten percent) of the total order / contract value.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Consultant" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee up to and aggregate limit of R _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

4. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Consultant" arising up to and until midnight of _____

5. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Consultant" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the

Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

6. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Consultant " obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Consultant" of the said supply contract or to grant time and/or indulgence to "the Consultant " or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Consultant " under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Consultant " or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

7. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Consultant " but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.

8. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the Consultant " (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Consultant" or any other order of communication whatsoever by "the Consultant" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

9. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the Consultant " or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.

10. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid up to and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # before the expiry of 30 days from the date of expiry of this guarantee.

11. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the Consultant" and "the Bank" in this regard.

IN WITNESS where of _____ Bank, has executed this document at
_____ on _____.
_____ Bank

(By its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")