



TENDER NO : APL/C&P/F&A/2023-24/198

DATE : 02.09.2023



**ASSAM PETRO-CHEMICALS LIMITED
NAMRUP**

Tender Document

For

APPOINTMENT OF SCHEDULED BANK FOR OPENING OF ESCROW ACCOUNT

Tender No. **APL/C&P/F&A/2023-24/198**



TENDER NO : APL/C&P/F&A/2023-24/198

DATE : 02.09.2023

ASSAM PETRO-CHEMICALS LIMITED

Contracts & Purchase Department
P.O. Parbatpur, Namrup – 786623 (Assam)

Ref.No. : APL/C&P/F&A/2023-24/198

Dated : 02/09/2023

NOTICE INVITING TENDER

Assam Petrochemicals Limited (APL) invites Limited Bids from scheduled banks under mentioned job in **Single stage Single bid system** comprising Techno-Commercial Bid & Price Bid.

| Name of Work | Earnest Money | Tender Processing Fees incl. GST |
|---|---------------|----------------------------------|
| Appointment of Scheduled bank for Opening of ESCROW Account | NIL | Rs 100.00 |

| | |
|---|---|
| BID DOCUMENT ISSUE PERIOD | From 11:00 Hrs on dt. 02.09.2023 up to 15:00 Hrs on dt. 05.09.2023 |
| LAST DATE OF BID SUBMISSION | Up to 15.00 Hrs on dt. 05.09.2023 |
| BID OPENING DATE | At 11:00 Hrs on dt. 06.09.2023 |
| BID SUBMISSION | In e-tendering portal https://assamtenders.gov.in/nicgep/app |
| AVAILABILITY OF TENDER DOCUMENTS | https://assamtenders.gov.in/nicgep/app |

Sd/-
Managing Director

**TENDER NOTICE FOR BID FOR OPENING OF ESCROW ACCOUNT
FROM SCHEDULED BANKS****(E-TENDERING MODE ONLY)**

The Assam Petro-Chemicals Ltd. invites **Online** Limited Tender in single bid system for opening of escrow account from scheduled banks **only through e-tendering mode**.

1. The bid document can only be downloaded from the website www.assampetrochemicals.co.in or from e-tendering website <https://assamtenders.gov.in/nicgep/app>.
2. Complete tender papers shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

| | |
|--|---|
| Tender No. | APL/C&P/F&A/2023-24/198 |
| Name of Work | Tender in single bid system for opening of Escrow Account from Scheduled banks through e-tendering mode |
| Bid Value | |
| Earnest Money Deposit | Nil |
| Cost of Document | Nil |
| Tender Processing Fee | 100.00 |
| Date of Sale (Online) | 02/09/2023 from 11:00 AM |
| Last Date & Time of submission of tender | 05.09.2023 at 03:00 PM |
| Date & Time of opening of tender | 06.09.2023 at 11.00 AM |

Sub: Bid for opening of Escrow account from Scheduled Banks

Assam Petro-Chemicals Ltd. (APL) is a state level public sector undertaking of Govt. of Assam incorporated on 22nd April 1971. The foundation stone of the company was laid at Namrup on 15th June 1971 for production of Methanol and Formalin. Assam Industrial Development Corporation Ltd. (AIDC) promoted the company for manufacture of Methanol from Natural Gas which was abundantly available in the adjoining oil field in the Upper Assam. The Petrochemical complex of APL is the first of its kind in India, having natural gas as feedstock. Formalin is its downstream product. The company started its commercial production of Methanol and Formalin in June, 1976 from its two plants of 21 MTPD and 36 MTPD capacities respectively and a few Urea Formaldehyde resins as downstream projects with technology supplied by Mitsubishi Gas Chemicals Co., Japan.



Assam Petro-chemicals Limited (APL) was set up to utilize the huge reserve of Natural Gas in the Upper Assam oil fields and also to meet the requirement of increasing national demand for Methanol and Formalin.

The Scope of work of the Bank will be as detailed below:

1. The Bank has to accept a triparty agreement(Enclosed) among Assam Petrochemicals Ltd., Power Finance Corporation Ltd. and the Bank. The Escrow account will be used for multiple collection where the entire operating cash flows, receivables, commissions, revenue of whatsoever nature and wherever arising, present and future specific to the project will be credited and the amount is to be transferred to cash credit account with Assam Gramin Vikash Bank.
2. The bank should be able to provide the following facilities:
 - a. Internet Banking facility
 - b. Bill of exchange Collection facility
 - c. Bill Discounting facility

Eligibility Criteria:

1. The bank should be a scheduled bank

Additional Information:

1. The interested banks may submit their e-bids in online mode latest by **__03.00_PM** on **05.09.2023**
2. The Company reserves its right to accept or reject any of the bid without assigning any reason(s) thereof.
3. The copy of draft Escrow Agreement has been enclosed.

Further, details to be furnished for evaluation:

1. Name of the Bank, a brief profile of the Bank, Details of Key management personnel and his/her credentials, contact details such as address, telephone no., Mobile no., Email ID, Fax etc.
2. Details of the person who will be appointed to handle the assignment.
3. Details of the Authorised Signatory who is entitled to sign the Tender document and participate / represent the Bank in the bidding process.

Tender/Bid

All bids must be submitted through e-tendering website www.assamtenders.gov.in . No other mode is acceptable. The following are mandatory documents to be submitted alongwith bid :

1. The bank is required to submit the tender submission letter to be scanned and uploaded using the digital signature for signing the documents.
2. Bidders desirous to submit their bids document downloaded through portal have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. In case of any discrepancies between the downloaded version and the original version of bid document on sale/ put on website, the later shall prevail.
3. The downloaded tender document is required to be signed and stamped on each page and to be scanned and uploaded using the digital signature for signing the documents.

4. Financial Bid

The rates and charges etc. must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The Financial bid should be saved and dully filled up and uploaded to the e- tendering site using Digital Signature for signing the documents.

5. The Offer received from bidders will be valid for three months from the Offer date.

6. Evaluation Process

- a) Lowest Bidder (L1) will be evaluated on the basis of the lowest value of total of Sl. No. 1 to Sl. No. 6 of Financial Bid
- b) In case of tie between bidders, the lowest bidder against sl no (1) of Financial Bid will be selected as L1 Bidder, if tie happened again, then the lowest bidder against sl no 2 of Financial Bid will be selected as L1 and if tie happened again, the lowest bidder against sl no 3 of Financial Bid will be selected and so on till Sl. No. 6.

Duration of the Escrow Account:

The Escrow account will be opened for a period of 16 Years. However, the Escrow account may be closed earlier with mutual understanding.

Bid Rejection Criteria:

The bidder has to submit the bid on unconditional , Otherwise will be treated as rejected

FINANCIAL BID (SCHEDULE OF RATE/ SOR)

| Sl. No. | Particulars/Item Description | Quantity | Unit | Rate | Amount |
|---------|---|--------------------|-------|--------|--------|
| 1 | Bill of Exchange collection charges upto Rs 15 lacs including documentation, commission and courier charges (Rate per Rs. 100/- : Estimated value - Rs. 153,60,00,000/- for 16 years) | 153,60,00,000.00 | % age | Quoted | Quoted |
| 2 | Bill discounting charges % (Estimated value - Rs. 1,28,00,000/- for 16 years) | Rs. 1,28,00,000.00 | % age | Quoted | Quoted |
| 3 | RTGS Charges upto Rs 10 lacs and above per transaction | 42240 | Nos | Quoted | Quoted |
| 4 | Cheque issue charges per book of 200 leaves | 80 | Nos | Quoted | Quoted |
| 5 | SMS Charges per sms | 42240 | Nos | Quoted | Quoted |
| 6 | Annual account maintenance charges per annum | 16 | Years | Quoted | Quoted |
| 7 | Total | | | | |

Points to be noted:

- For quoting rate in decimal places for unit “%age” (Example : To quote 0.35% please enter/type 0.0035)**
- The above figures are for evaluation purpose only and the scope of work is defined in the subject para in page no 3 of this tender.**
- Rates to be quoted in two decimal places otherwise decimal will be considered as 0 (zero) for evaluation purpose.**

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TRIPARTITE ESCROW AGREEMENT

This Agreement is made on the ____th day of September 2023 at New Delhi

BY AND AMONGST

POWER FINANCE CORPORATION LIMITED, a Govt. of India Company incorporated under the Companies Act, 1956, having its Registered Office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 (hereinafter referred to as the "**Corporation**", which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) **OF THE FIRST PART;**

AND

ASSAM PETRO-CHEMICAL LIMITED, a company incorporated under Companies Act, 1956 having its Head/Registered Office at 4th Floor, Orion Place Mahapurush Srimanta Sankardev Path, Bhangagarh Guwahati, Assam-781005, **CIN U24116AS1971SGC001339** (hereinafter referred to as "**the Borrower**" / "**APCL**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) **OF THE SECOND PART;**

AND

____ **BANK**, a bank constituted under the Banking Companies Act, having its Head/Registered Office at _____ and several branches throughout the country including a branch at _____ (hereinafter referred to as the "**Escrow Agent**" which term shall include its successors or assigns) **OF THE THIRD PART;**

Each of the Corporation, the Borrower and the Escrow Agent mentioned above, as the context may require, may hereinafter individually be referred to as a "Party" and collectively as "Parties".

WHEREAS, the Borrower has taken and proposes to take various financial assistance by way of Rupee Term Loan / Foreign Currency Loan / Bill Discounting Facility / Lease Financing / Working Capital Loan / Short Term loan/ MSTL/ Loan for Purchase of Power through Power Exchange schemes / Loan for implementation of R-APDRP of Govt. of India etc. for different projects / schemes from the Corporation as specified in **Schedule-I&II** respectively as modified from time to time.

AND WHEREAS, the Borrower is required to establish escrow mechanism, for availing financial assistance from the Corporation, on an identified account (hereinafter referred to as the "**Escrow Account**") maintained with the Escrow Agent for revenue collection and to pay to the Corporation, from the said account, the amount due but not paid by the Borrower immediately on receipt of notice of demand for payment from the Corporation.

AND WHEREAS, the Borrower has also executed/will execute the respective Memorandum of Agreement / and other documents in respect of the facility(ies) mentioned in **Schedule-I&II** respectively as modified from time to time.

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| CORPORATION | BORROWER | ESCROW AGENT |

AND WHEREAS, the Borrower declares and undertakes that all its receivables from various collection centers from the circles inclusive of cash receipts, capital receipts, receipts from investments, subsidy and from any other source of the Borrower, shall be deposited in the Escrow Account maintained with Escrow Agent in entirety within reasonable time before utilizing the same for any other purpose.

AND WHEREAS, the Borrower has irrevocably and unconditionally authorized Escrow Agent to collect and receive all its receivables inclusive of cash receipts, capital receipts, receipts from investments, subsidy and from any other source from various collection centers /identified collection centers namely _____ / which include all monies including but not limiting to revenue accruing to the Borrower by sale of electricity or otherwise collected and deposited in the Escrow Account to be maintained with Escrow Agent.

AND WHEREAS, the Borrower also declares and undertakes that it shall not collect, credit or make any adjustment against receivables directly or through any other person except as provided under this agreement and shall ensure that no other person is being authorized to utilize or appropriate any part of the receivables.

AND WHEREAS, ____ Bank, ____ Branch, has agreed to act as the Escrow Agent in respect of the amount deposited in the said Escrow Account and in the event of receipt of notice of demand from the Corporation apply the proceeds in the Escrow Account for payment of amount due and payable to the Corporation from the Borrower in the manner provided in this Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. Each of the Corporation and the Borrower hereby appoint ____ Bank, ____ Branch, as the Escrow Agent and the Escrow Agent hereby accepts the appointment as the Escrow Agent of the Corporation and the Borrower on the terms and conditions contained herein.
2. The Borrower hereby acknowledges and undertakes to ensure the deposit of all its receivables not less than Rs. 19.29 crores (Rupees Nineteen Crore and Twenty Nine Lakhs only) per month aggregating to Rs. 57.87 crores (Rupees Fifty Seven Crore and Eighty Seven Lakh only) per quarter from various collection centers inclusive of capital receipts, receipts from investments, subsidy, loans and from any other source, in the **Escrow Account No. _____**, maintained with Escrow Agent.
3. The Borrower further acknowledges and undertakes not to open or establish any other account for the purpose of collection of such revenues/realizations as mentioned in Clause 2 above. In the event, the Borrower intends to open any other account or establish any other mode for the purpose of collection of such revenues/realizations as mentioned in Clause 2 above, the Borrower shall obtain prior written consent of the Corporation.
4. That the Corporation shall without prejudice to other rights and remedies be entitled to recall the loan covered under the Memorandum of Agreement executed at any time, if the Borrower fails to fulfill its obligation under the said agreement and/or in the event of its committing breach of any of the terms thereof.
5. The Borrower irrevocably and unconditionally authorizes the Escrow Agent to make payments, on demand raised by the Corporation, from the Escrow Account to discharge the outstanding

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dues of the Borrower payable to the Corporation as per the terms of the Memorandum of Agreements for loans indicated in **Schedule – I & II** and as modified from time to time.

6. If at any time, for any reason whatsoever, the Borrower defaults in making payment to the Corporation, notice of demand will be served on the Escrow Agent by the Corporation to remit the amount to the Corporation from the said designated Escrow Account. Such notice of demand shall be conclusive evidence of the Borrower having defaulted to the repayment of the outstanding loans of the Borrower owed to the Corporation.
7. That on receipt of the notice of demand from the Corporation, the Escrow Agent shall immediately effect the payment demanded by the Corporation in full, superseding all other payments under the obligation of the Borrower and also any other instructions of the Borrower and notwithstanding any reason whatsoever. The Escrow Agent shall make the payments demanded by the Corporation at New Delhi where the Registered Office is situated.
8. Should for any reason, the balance in the Escrow Account is insufficient to meet fully the payment demanded by the Corporation in their notice, the Escrow Agent may debit and make remittance to the Corporation to the extent of amount available therein; and when further credits are affected/received in the Escrow Account, the Escrow Agent shall continue to make remittance to the Corporation till the full amount as per notice of demand by the Corporation is paid.
9. The Borrower and the Escrow Agent confirm that the Borrower has given an irrevocable and unconditional authorization under this agreement in favour of the Escrow Agent extending inter-alia, the mandate to discharge the commitments under the agreement from time to time and the Borrower and the Escrow Agent shall not revoke the mandate without the prior written approval and consent of the Corporation.
10. The Escrow Agent shall not have any lien or right to set off or be entitled to assert a general claim on the monies in the Escrow Account to the extent of demand raised by Corporation.
11. This Agreement shall be governed by the Indian Laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the court at Delhi/New Delhi to entertain any suit or matter or proceedings arising out of or in relation to this Agreement.
12. The Borrower shall indemnify the Escrow Agent against any financial liability while discharging its duty as an Escrow Agent. The Escrow Agent shall raise all bills towards the charges, fees, commissions and expenses on the Borrower which the Borrower shall promptly settle the said bills separately without raising any debt on the Escrow Account, and the Corporation shall not be responsible for any delay/non payment of the said bills.
13. The Escrow Agent shall furnish the monthly bank statement of the above Escrow Account, by the first week of the succeeding month, to the Corporation or as and when called for by the Corporation through email by an automatic mode.
14. Names and duly attested specimen signatures of the Corporation's officials authorized to issue the demand notice to the bank, are annexed hereto this agreement. Any change in the said authorization by the Corporation will be intimated to Escrow Agent.

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| CORPORATION | BORROWER | ESCROW AGENT |

15. Except as otherwise expressly provided elsewhere in this agreement, all notices and/or communications which are required and remitted to be in writing and shall be sufficient if delivery by email/Registered/Speed Post/Facsimile/Courier shall be addressed on the addresses given hereunder or any such address as may be informed in writing to the other parties.

| Details | Corporation | Borrower | Escrow Agent |
|---|---|----------------|--------------------|
| Name & Address of the Executing Parties | Power Finance Corporation Limited Urja Nidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001. (the Corporation) | (the Borrower) | (the Escrow Agent) |
| Name | | | |
| Designation | | | |
| Email ID | escrow@pfcindia.com | | |
| Mobile | | | |
| Landline | | | |
| Fax | | | |

16. This Tripartite Escrow Agreement will supersede the earlier Tripartite Escrow Agreement(s)(This may be deleted where a New Escrow is being signed for fresh loans).

IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first herein above written.

Signed and Delivered

On behalf of POWER FINANCE CORPORATION LIMITED

By _____

(Authorised Signatory)

Place:

Name & Designation:

Signed and Delivered

On behalf of _____ (Name of Borrower);

By _____

(Authorised Signatory)

Place:

Name & Designation:

| | | |
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| CORPORATION | BORROWER | ESCROW AGENT |

Signed and Delivered

On behalf of _____ BANK (Name of Escrow Agent);

By _____

(Authorised Signatory)

Place:

Name & Designation:

Witness:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

| | | |
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| CORPORATION | BORROWER | ESCROW AGENT |

SCHEDULE – I_____ **LIMITED****LIST OF LOANS FOR WHICH MEMORANDUM OF AGREEMENT WITH PFC HAS
ALREADY BEEN EXECUTED**

| S. No. | Loan No. | Name of the Project/ Scheme/ Facility | Date of Execution | Amount (Rs. in Crore) |
|--|-----------------|---|------------------------------|--------------------------------------|
| PART A – LOANS OTHER THAN R-APDRP | | | | |
| 1 | 62694001 | Implementation of 500 TPD Methanol plant along with CPP at Namrup and 200 TPD Formalin plant at Boitamari | | 1,229.12 |
| 2 | | | | |
| Total – A | | | | |
| PART B – R-APDRP LOANS | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| Total – B | | | | |
| Total – A + B | | | | |

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| CORPORATION | BORROWER | ESCROW AGENT |

SCHEDULE – II_____ **LIMITED****LIST OF LOANS SANCTIONED FOR WHICH MEMORANDUM OF AGREEMENT WITH
PFC ARE YET TO BE EXECUTED**

| S. No. | Loan No. | Name of Project / Scheme / Facility | Sanction Date | Amount (Rs. in Crore) |
|--|-----------------|--|----------------------|--------------------------------------|
| PART A – LOANS OTHER THAN R-APDRP | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| Total – A | | | | |
| PART B – R-APDRP LOANS | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| Total – B | | | | |
| Total – A + B | | | | |

| | | |
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| CORPORATION | BORROWER | ESCROW AGENT |



पावर फाइनेंस कॉर्पोरेशन लिमिटेड
POWER FINANCE CORPORATION LTD.
 (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)
 (आईएसओ. 9001:2015 प्रमाणित) (ISO 9001:2015 Certified)

Any two (jointly) of the following PFC officials are authorized to invoke the escrow account opened

with _____ (Escrow Agent)

By _____ (The Borrower)

| Sl No. | Name and Designation | Specimen Signature |
|--------|----------------------|--------------------|
|--------|----------------------|--------------------|

| | | |
|----|-----------------------------|--|
| 1. | Shri. V. K. Jain, GM (Fin.) | |
|----|-----------------------------|--|

| | | |
|----|-----------------------------------|--|
| 2. | Shri. D. V. Subba Rao, AGM (Fin.) | |
|----|-----------------------------------|--|

| | | |
|----|----------------------------------|--|
| 3. | Shri. Rajesh Agarwal, AGM (Fin.) | |
|----|----------------------------------|--|

| | | |
|----|---------------------------------|--|
| 4. | Shri. Milind Dafade, AGM (Fin.) | |
|----|---------------------------------|--|

कृपे पावर फाइनेंस कॉर्पोरेशन लि.
 For Power Finance Corporation Ltd.

(मनोहर बलवानी)
 (MANOHAR BALWANI)
 कंपनी सचिव / Company Secretary

पंजीकृत कार्यालय : "ऊर्जानिधि", 1, बाराखंबा लेन, कनॉट प्लेस, नई दिल्ली - 110001 दूरभाष : 23456000 फैक्स : 011-23412545

Regd. Office : "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Phones : 23456000 Fax : 011-23412545

वेबसाइट / Website : www.pfcindia.com ● CIN : L65910DL1986GOI024862

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