



ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP

**EXPRESSION OF INTEREST**

FOR

**Appointment of Insurance Broker for the financial year 2023-24**

**TENDER No : APL/C&P/F&A/2022-23/147**

HEAD OFFICE:

Namrup, P.O. Parbatpur -786623,

Dist.- Dibrugarh, Assam

Tel: (0374) 2500331/212/518

E-mail: contract@assampetrochemicals.co.in

Website: www.assampetrochemicals.co.in

REGD. OFFICE:

4<sup>th</sup> Floor, ORION Place, Bhangagarh

Srimanta Sankardev Path, Guwahati-781005

Tel: (0361) 2461470/2461471/246

**NOTICE**

Assam Petrochemicals Limited (APL) invites Expression of Interest from competent & experienced Bidders for the under mentioned job in **Single stage Single bid system** comprising Techno-Commercial Bid .

Name of Work	EMD	Tender Processing fee(Non Refundable)
Appointment of Insurance Broker for the financial year 2023-24	INR 100,000/-	INR 1000/-

BID DOCUMENT ISSUE PERIOD	From 11:00 Hrs on dt. <b>04.07.2023</b> up to 15:00 Hrs on dt. <b>18.07.2023</b>
LAST DATE OF BID SUBMISSION	Up to 15:00 Hrs on dt. <b>18.07.2023</b>
BID OPENING DATE	At 15:00 Hrs on dt. <b>19.07.2023</b>
BID SUBMISSION	In e-tendering portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
AVAILABILITY OF TENDER DOCUMENTS	1. <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> 2. <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>

Sd/-  
Managing Director



**SECTION-I**

**SCOPE &**

**BIDDERS ELIGIBILITY CRITERIA**

## PREFACE

Assam Petrochemicals 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. Incorporated in 1971, the company was a pioneer in the field as it was the first to manufacture petrochemicals in India using natural gas as feedstock. It's Petrochemical plant is set up in Namrup, Dibrugarh Dist. of Assam.

The company is going into expansion with its upcoming 500 TPD Methanol and 200 TPD Formalin Plant with a total project cost of Rs. 1709.18 Crores and to finance the same the company has already signed Rupee Loan Facility Agreement with Punjab National Bank and equity participation of Government of Assam, AIDC Ltd, Oil India Limited and Assam Gas Company Limited. The Project work is under progress.

The Company through this EOI intends to invite applications from intending, experienced and established Insurance brokers to manage the insurance portfolio of the company and assist in various insurance related matters at **"NO COST TO THE COMPANY"**.

### A) SCOPE OF WORK

**The Scope of work of the Insurance Broker will be as detailed below:**

#### **1. Review of all existing policies**

- a) Carrying out risk inspection and surveys required to understand APL's end to end insurance requirements and determination of sum assured.
- b) Critical examination of the existing policies which are due for renewal in terms of i) Risk Coverage, ii) Valuation / fixation of sum assured, iii) Rating, iv) Clauses, Warranties. Conditions, Excess etc.
- c) Suggesting improvement thereon and executing the same during renewal of insurance policies.
- d) Preparing risk notes and framing insurance tendering documents and finalizing the terms and conditions thereof including but not limited to i) Coverage, including add – on coverage ii) Excess (Monetary / Time) c) Period of indemnity d) Policy wordings, e) Policy clauses and warranties, This should be in line with laid down procedures of the company including applicable CVO / CVC guidelines.
- e) Preparation of estimates, inviting bids from reputed insurance companies licensed to operate in India and evaluation of qualified bidders

- f) Negotiating and finalizing the terms and conditions of insurance optimizing cost, cover, security and quality of service in accordance with laid down procedures of APL.
- g) Scrutinizing the wordings of the original policy document to protect the APL's Interest in regards to claim settlement.
- h) Assisting APL in placement of insurance policies with reduced premium and required cover.
- i) Preparing comparative financial statement of bids – both Technical and Commercial.
- j) Follow up with insurer financial to obtain Insurance policies & endorsements. Further to check and confirm for policies issued in line with insurance tender.

## **2) Claims Management**

- a) Coordinating and ensuring realization of past claims.
- b) Assisting in speedy realization of premium refund claims.
- c) Coordinating with insurance companies, surveyors etc. for prompt settlement of claims.
- d) Coordinating with insurers for immediate intimation and survey.
- e) Documentation of claims. The broker has to arrange all the documentation from APL office for lodging claims.
- f) Resolving various queries of insurers / surveyors during claim processing.
- g) Guidance in relation to interpretation of policy wordings / conditions, warranties deductibles etc. during claims processing.
- h) To arrange for submission of monthly report on claim settlement position and pending issues.
- i) Assisting in preparation of insurance claims including loss assessment for claim bill submission.

## **3) Miscellaneous services**

- a) Assisting APL in taking any new Insurance policies.
- b) Technical assistance in any project Insurance policies, including but not limited to, Petro- Chemicals Insurance policy as and when required, discussion with LIA if required.
- c) Keeping APL informed of the latest IRDA / TAC regulations and guidelines.
- d) Advising APL from time to time, on developments in insurance industry having impact on the company.
- e) Assisting APL in presenting the policies to LIA appointed by the Banker's and in getting the same approved.

- f) Any other consultation / advisory services related to the insurance industry having impact on the company.
- g) Any other matter related to insurance and risk management, irrespective of the location of the insurable assets, including insurance matters related to APL's employees.
- h) Arrange to submit the necessary declaration/statement time to time to insurance company with coordination with APL in relation to insurance policies
- i) Periodical Financials review for ascertainment of sum insured so as to avoid Under Insurance.
- j) Take necessary steps to bring economy in premium without compromising Insurance coverage.
- k) Knowledge session / Training preferable quarterly with BCPL team on insurance policies, market risk, claim management and other insurance issues.
- l) Assisting in designing SoP for claims management on site and at Finance Team level.

### B) Bidders Eligibility Criteria

Sl.	Parameter	Documents/Other requirements
1	Must have a IRDAI accredited insurance broker with minimum experience of operating as direct/ <b>composite</b> licensed insurance broker for 3(three) consecutive years upto 31-03-2022	Self-certified copies of valid IRDAI License covering the 3 years period from 01-04-2019 to 31-03-2022.
2	Must have a minimum Average -turnover of Rs. 1 crore (only from insurance brokering activities) for the last three consecutive financial year.	Copy of audited balance sheet(s) for last three consecutive financial year, supported by Income Tax Return and turnover certificate duly certified by a Chartered Accountant.
3	Have handled the insurance portfolio of Minimum 2(two) PSUs during the last 3(three) financial years i.e. 2019-20, 2020-21 & 2021-22	Engagement/Mandate letter issued by the PSU clients in their official letter heads.
4	Have handled at least a average of Rs. 10 crores of Premium in the last 3(three) financial years from General Insurance Business as <b>direct</b> broker.(except Group Medi-claim policy, Group Term Life Insurance Policy & Group Personal Accident Policy)	Any of the following documents: Certification from client. Certification from Insurance company. Certification from CEO/Principal Officer and Statutory Auditor of the insurance Broker.
5	Bidder should have a positive net-worth for last three financial years as per Audited Balance Sheet.	Same documents as required in Point No. 2 above

6	The bidder should not be blacklisted / in holiday list of any PSU in India. A declaration to this effect to be provided in last 3 years.	Self-declaration and attested by Notary public with legal stamp. .
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**Note:**

- i) Original document/certificate or equivalent should be available with the bidder for verification of the same, if so desired by APL.
- ii) Bids of Joint Venture / Consortium are not acceptable.

**C. REJECTION CRITERIA-**

1. Non- Submission of Earnest Money Deposit(EMD) / MSME [certificate](#).
2. BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE “ELIGIBILITY CRITERIA” ALONGWITH THE ‘OFFER’, FAILING WHICH THE ‘OFFER’ MAY BE REJECTED SUMMARILY.
3. BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
4. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
5. Submission of conditional tender/Deviation.
6. Failed to provide related clarifications when sought.
7. Incomplete and delay submission of bid.

## **SECTION -II**

# **BID EVALUATION METHODOLOGY**



ANNEXURE-II			
Bid Assessment criteria and Award of Contract			
PART-A ( 65 Marks )			
Sl	Parameter	/Documents	Score
1.	The applicant must be a licensed Direct/Composite General Insurance Broker	(Attach all licenses issued by IRDA as proof) – Valid as on date	More than 10 years -10 points More than 8 years upto 10 years : 8points More than 5 years upto 8 years : 5points More than 3 years upto 5 years : 3 points
2	Office in Assam, preference manned by full –time BQP (Broker Qualified Person) in Namrup / Dibrugarh / Duliajan / Tinsukia / Guwahati (Office duly approved by IRDA).	Self attested details of each branch office in the said area with the following information : 1. Address of the branch 2. Name of the head of Branch with delegation 3. Landline and cell Phone No. of the Branch Head and other contact personnel with official e-mail ID 4. Broker Qualification License of Branch Head	a. 03 Points for office located anywhere in Assam. b. Additional 1 Point for office located in Namrup / Dibrugarh / Duliajan / Tinsukia. Not eligible if claimed in (a). c. Additional 1 Point for additional office in Guwahati. Not eligible if claimed in (a)
3.	Average Turnover (only from insurance broking activities)consecutively for last 03 completed financial years  (Excluding Group Mediclaim Policy, Group Term Life Insurance Policy & Group Personal Accident Policy, <b>Motor Policy and Retail Business</b> )	Copies of audited balance sheet for the last 3 completed financial year supported by Income Tax Returns and certificate fromChartered Accountant.	Rs 1 Cr $\leq$ X < Rs 2 Cr – 1 point Rs 2 Cr $\leq$ X < Rs 4 Cr – 2 point Rs 4 Cr $\leq$ X < Rs 6 Cr – 4 point Rs 6 Cr $\leq$ X < Rs 7 Cr – 6 point Rs 7 Cr $\leq$ X < Rs 8 Cr – 8 point Rs 8 Cr $\leq$ X – 10 point  X- Average Turnover

4.	Average premium of last 3 years i.e. 2019-20, 2020-21 & 2021-22 placed as Direct Broker. (Excluding Group Mediciclaim Policy, Group Term Life Insurance Policy & Group Personal Accident Policy, Motor Policy and Retail Business))	Any of the following documents: 1. Certification from client. 2. Certification from Insurance company. 3. Certification from CEO/Principal Officer and Statutory Auditor of the insurance Broker/ Notarized.	Rs 10 Cr $\leq$ X < Rs 20 Cr – 1 point Rs 20 Cr $\leq$ X < Rs 40 Cr – 2 point Rs 40 Cr $\leq$ X < Rs 60 Cr – 4 point Rs 60 Cr $\leq$ X < Rs 70 Cr – 6 point Rs 70 Cr $\leq$ X < Rs 80 Cr – 8 point Rs 80 Cr $\leq$ X – 10 point  X- Average Premium
5.	Total number of full-time employees as on the date of application in the Assam (Attach proof).	Documentary evidence duly attested by CEO/authorized signatory/ principal officer of the insurance broker and attested by Notary public with legal stamp.	Above 20 employees : 5 points More than 15 up to 20 employees : 3 points More than 10 up to 15 employees-2 points Up to 10 employees : 1
6.	Experience in settlement of property claims (in INR only) acting as Direct Broker in General Insurance Business for any Client [Industrial Sector] in India during last 3 completed financial years till 31.03.2022 (except Group mediclaim Policy, Group Term Life Insurance Policy, Group Personal Accident Policy, Motor Policy & Banker's Indemnity but including loss of profit due to Property damage)where  A)each claim settled amount is of above Rs 100Lakhs &  B)Settlement amount above Rs 100Lakhs is more than 80% of claimed amount.	Documents Required:  i) Certificate from insured/client in their letter head clearly mentioning the following :  For A) -a) Name of insurance cover/policy b)Type of claim c)Claim No d)Claim settlement amount e) Broker's Name  For B) - a) Name of insurance cover/policy b)Type of claim c)Claim lodged amount d) Claim settled amount e) Claim No f) Brokers name g) Percentage of claim settled (as per format B-I) to be duly authenticated by Managing Director OR,  ii) Discharge Voucher of Insurance Company duly endorsed by the client along	More than 5 Nos. : 5 points a)1 point for each claim with maximum of 05 claims. b)1 point for each claim [excluding claims mentioned in (a)]with maximum of 05 claims.

		<p>with claim bill submitted to the insurance company or surveyor with proof of receipt ( either physical or electronic mode )besides client mandate letter and policy copy indicating broker's name &amp; period. The above documents submitted must be summarized (as per Format-B-I)in their bidder letter head duly authenticated by the Managing Director/Director/Principal Officer of the bidder clearly mentioning the following:</p> <p>For A)a) Name of Insurance Company b)Name of Insured/Client c)Type/name of Insurance Cover/Policy d) Claim No e) Claim Settled Amount.</p> <p>For B)a) Name of Insurance Company b)Name of Insured/Client c)Type/Name of Insurance Cover/Policy d)Claim No e)Claim Lodged Amount F)Claim Settled amount g) Percentage of claim settled.</p>	
7.	Handled Operational Insurance Policy for any Oil/Gas/Power/Fertilizer/ Petrochemical Plant Preferably PSU for last 3 years	Policy copies should be submitted or client certification is to be submitted.	<p>1(one) Point for every single policy per year of sum assured exceeding INR 1100 Crores.</p> <p>Up to maximum 9 Points</p> <p>Additional 1 Point for PSU</p>
8.	Having insured at least one client with a turnover of Rs 500 Crores. For last 3 years. Preferably Company having Head office / Registered office in North Eastern Region.	Copies of audited balance sheet of the client	<p>5 Nos and Above : 4 Points</p> <p>2 No's to 4 No's : 2 Points</p> <p>1 client: 1 Point</p> <p>Additional 1 Point for NER</p>
9.	No Penalties levied by IRDA during last three consecutive Financials Year up to March 31, 2022	Bidder to furnish affidavit in court stamp paper of appropriate value duly notarized by notary for this purpose countersigned by the Managing	<p>1. Yes::4 Points</p> <p>2. No: 0 Points</p>

		Director/Director/Principal Officer of the bidder.	Additional 1 point for No penalties levied by IRDA during last five complete years as on 31.03.2022
	<b>PART-B – 20 marks</b>		
1	Presentation and personal interview for overall presentation of the Bidder's exposure and their services and value addition services to be offered to APL	Slides presentation to committee	20 points

**Additional Information:**

Further, details to be furnished for evaluation:

1. Name of the organization/ firm, constitution, 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. Board Resolution, specific mandate in name of the person entitled to sign the Tender document and participate / represent the broking firm / company in the bidding process.
4. The bidder must have valid PAN, Current income tax return, Professional Tax and Goods and Service Tax (GST) registration certificate, Provident Fund (P.F.) Registration certificate, ESI code/workmen Compensation Act, (Trade license if and as applicable).

**Important Note:**

1. APL shall not pay any fee to the broker for any activity carried out by them in connection with insurance work before or during the period of engagement.
2. If the Bidder willing to open an office Namrup / Dibrugarh / Duliajan / Tinsukia/Guwahati, the bidder has to open within 2 months from the date of issue of work order if the bidder does not have office in the said area.

**A. Methodology for Evaluation of Bids and Award:**

- i. The bids will be evaluated on the basis of points obtained in selection of Phase A by the bidders as per the assessment criteria above. The H1, H2, H3 and H4 bidders will be selected based on the part A selection. The successful H1 to H4 bidders have to give presentation to APL on the specified date (will be provided by APL) for Part B selection process..
- ii. On the basis of highest marks obtained by bidder in part A + Part B, The H1 and H2 Bidder will be selected. The overall marks of part A and Part B will be considered for the selection of H1 bidder on the basis of highest point achieved by the bidder.

- iii. In case of tie, the highest point achieved by the bidder for Sl. no 7 of assessment criteria, will be selected as H1 and so on, If tie again, the same process will be followed chronologically through assessment criteria Sl No 4, again if tie then through assessment criteria Sl no 5.
- iv. **SELECTION OF BROKERS:**
- APL intends to appoint two (02) numbers of IRDAI approved brokers for the insurance jobs as mentioned At Clause C below based on the ranking as per the bid assessment criteria, i.e., **H1** (with highest marking as per bid assessment criteria), **H2** (with second highest marking as per bid assessment criteria).
- v. H1 will be awarded 60% of the Policy Value with rounding of the no of Policy and balance will be awarded to H2.

## **B. DISTRIBUTION OF WORKS FOR AWARD:**

The following methodology shall be adopted for distribution of work among the successful brokers, depending upon the number of brokers shortlisted for the job:

<b>Sl. No.</b>	<b>POLICIES HOLD BY APL</b>	<b>DISTRIBUTION OF JOBS</b>
1	Standard Fire & Special Perils Policy (Factory)	Distribution will be at the ratio of 60:40 between H1 and H2 bidder.
2	Standard Fire & Special Perils Policy (Stock)	
3	Burglary Policy (Stock)	
4	Money Insurance Policy	
5	Public Liability (Act) Policy	
6	Boiler and Pressure Plant Insurance Policy	
7	Group Personal Accident Policy (Unnamed Basis)	
8	Marine Inland Open policy	
9	Motor policies	
10	Project policy	
11	Any new requirement of insurance policy(s) comes during the tenure of the contract.	

**C. Remuneration of the broker**

APL shall not pay any fee / expenses / remuneration to the broker for any activity carried out by them in connection with insurance work before, during or after the period of engagement. Thus there shall be no additional cost to APL.

**D. Duration of consultancy**

The contract will be initially awarded for 1 year. During the period of said 1 year, the performance of the broker will be evaluated on the basis of their ability to reduce premium outgo and improve the claim settlement ratio both in terms of numbers and period of settlement. If the performance of the selected broker is found to be satisfactory, the contract shall be extended for another two years with yearly review and similar terms and conditions. Thereafter based on the yearly performance of the broker the contract may be renewed.



## **SECTION-III**

# **GENERAL INSTRUCTION TO BIDDERS**

**A. Terms & Conditions:**

1. The owner reserves the right not to execute the work at all or to split the work between two or more bidder, if necessary. Such a step shall not constitute a breach of the contract.
2. No site facility like accommodation, vehicles etc. shall be provided. If any the same shall be subject to availability and on chargeable basis.
3. The bidder may at its own discretion can examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.
4. For Clarification Relating to Bid / Site visit the bidder may contact following:

<b>Name</b>	<b>Sukanta Das</b>		<b>Name</b>	<b>Nava Bikash Borah</b>
Designation	DGM (F&A)		Designation	DGM(C&P)
Address	Assam Petrochemicals Limited		Address	Assam Petrochemicals Limited
	P.o Parbatpur, Namrup			P.o Parbatpur, Namrup
	Dist: Dibrugarh			Dist: Dibrugarh
	Pin 786623			Pin 786623
Mobile	+91 8638348713		Ph	+91 9435139178
e-mail	<a href="mailto:s.das@assampetrochemicals.co.in">s.das@assampetrochemicals.co.in</a>		e-mail	<a href="mailto:borah.nb@assampetrochemicals.co.in">borah.nb@assampetrochemicals.co.in</a>

5. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.
6. APL, at its discretion may make responses, which it believes to be of significance to all Bidders, available to all Bidders.
7. All questions and clarifications shall be submitted to APL, 7(seven) working days prior to the Bid submission date. Post that, such requests will not be considered.
8. All changes to the Bid Documents including any extension to the Bid Submission Date will be uploaded in the website of APL i.e. [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in). All Bidders must acknowledge receipt of all Amendments issued against the request for proposals when the Amendment is received, and additionally, Bidders must confirm that all Amendments have been incorporated in the preparation of their Bid.
9. APL reserves its right to postpone the date for presentation and opening of tenders.



10. APL reserves the right to modify, expand, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
11. The application for tender does not entitle any tenderer for automatic grant of award.
12. Tender documents as submitted by a tenderer shall become the property of APL and APL shall have no obligation to return the same to the tenderer.
13. Canvassing in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tender submitted by the Insurance companies who resort to canvassing will be liable for rejection without any further reference.

#### **14. Settlement of Disputes**

All differences or disputes between the parties arising out of or in connection with this contract shall in the first instance be amicably settled/ resolved between the parties. Failing amicable settlement amongst the parties the same will be settled through arbitration by a sole arbitrator to be appointed by MD, APL. The arbitration shall proceed in accordance with Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Dibrugarh.

#### **15. Governing Law & Jurisdiction**

This work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Dibrugarh, Assam, India shall have exclusive jurisdiction in relation to this work order

#### **16. Force Majeure:**

Force Majeure is herein defined as (1) any cause which is beyond the control of the Contractor or Purchaser, as the case may be (2) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics, (3) acts of any Government authority, Indian or foreign, including but not limited to war, quarantines, embargoes, licensing control or production or distribution restrictions, (4) accidents and disruptions, including but not limited to fires, explosions, (5) transportation delay due to force majeure or accident (6) strikes continuing for more than three (3) weeks and sabotage, (7) failure or delay in the Contractor's source of supply due to force majeure causes enumerated at (1) to (6) above except defective forging and castings and (8) failure to reach agreement as set forth below. The Contractor shall not be liable for delay in performing his obligations resulting directly or indirectly from any force majeure cause as referred to and defined in paragraph above.

In relation to a "Force Majeure" event, the affected Party shall promptly notify the other Party in writing, of the cause and the Force Majeure Event and its likely duration within not later than two (2) days after the affected Party knew of the occurrence of the Force Majeure Event. Performance by the affected party of its obligations under this Work Order shall be suspended for the duration of the Force Majeure Event. If performance is not resumed within 15(fifteen) days after the Force Majeure Event, either party may terminate this Work Order by giving to the other Party seven(7) days' notice in advance.

#### **17. Termination**

In the event when both the parties were mutually agree to terminate the contract on account of force majeure or any other reason, the termination shall take effect from the date and time to be agreed upon mutually.

18. **Earnest Money Deposit (EMD):** Rs. **100,000/- (Rupees One Lakh Only )** in Online Mode only by Netbanking/RTGS/NEFT or Bank Guarantee in favor of ASSAM PETROCHEMICALS LTD payable at NAMRUP as earnest money along with their offer. Bank Guarantee Format is provided in **Annexure-VII**. After acceptance of order by Vendor / Bidder (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall bear no interest.
- a. EMD validity (For BG Only): EMD shall initially be valid for 6 months from the due date for bid submission. Bidder shall extend EMD Validity on its expiry as per requirement of APL till the order is not placed on Vendor / Contractor (Successful Bidder); failing to provide Extension in EMD Validity shall lead to rejection of bid.
  - b. Exceptions: The following categories of tenderers are exempted from EMD; Necessary Provisions shall be made in Tender Documents:
    - Vendors registered with National Small Scale Industries Corporation (NSIC) in similar nature of work.
    - Vendors registered as MSME on procurement of Goods and Services.For this purpose, a copy of the registration certificate should be submitted
  - c. Refund of EMD: After acceptance of order by Vendor / Contractor (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall be returned to the Vendor / Contractor (successful bidder) after its submission of the security deposit of required amount and in stipulated time.
19. **Security Deposit/CPBG-** - The successful BIDDER shall furnish, within 15 days from date of issue of the letter of intent, security deposit equal to **Rs 5,00,000/-** of the total accepted tender value for proper fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in ANNEXURE-VIII of this document
- 20. PPP Policy 2012:** Not applicable
21. **Start-up :** Start-up bidders can submit their bid subject to meeting / qualifying the BEC criteria. EMD is exempted for start –up. However relevant start –up certificate should be provided for supporting.

**SECTION-IV**  
**Online tendering Process & Bid**  
**Submission**

## **I. REQUIREMENTS FOR E-TENDERING**

1. The subject tender is an e-tender and owner has hoisted the complete tender documents on website [https:// <https://assamtenders.gov.in/nicgep/app>](https://assamtenders.gov.in/nicgep/app) and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents **including all addendum/corrigendum** only from the above mentioned website i.e. <https://assamtenders.gov.in/nicgep/app>, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents is to be filled in the BOQ (Financial Price Bid Part – II).
2. The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish all the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender.
3. The bidding documents are and shall remain the exclusive property of APL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
4. Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website <https://assamtenders.gov.in/nicgep/app> and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "**Bidders manual Kit**" section available in the homepage at the website.
6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
7. The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.

8. In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process, kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
9. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/Annexure.
11. If the space in any Form of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.
13. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. **Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.**
14. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e-procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
15. APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
17. Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall

be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.

18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
19. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
20. Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

## **II. BID SUBMISSION**

### **a. Salient Features on Bid Submission**

<b>Sl. No</b>	<b>Description</b>	<b>Remarks</b>
a)	Type of Bid	Open
b)	Biding type	Single stage Single bid
c)	Last Date and time for submission of Bids (DUE DATE)	Up to <b>15:00 Hrs on dt 18/07/2023</b>
d)	Place of Submission of Original authenticated Bid (Hard Copy)	<b>Dy.General Manager (C&amp;P),</b> <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India)
e)	Opening of Bid.	<b>03:00 PM on dt. 19/07/2023</b>
f)	Contact Person with details for any clarifications	<b>Nava Bikash Borah</b> <b>Dy.General Manager (C&amp;P)</b> Mob. No. +91-94351 39178 <a href="mailto:Email-borah.nb@assampetrochemicals.co.in">Email-borah.nb@assampetrochemicals.co.in</a> <a href="mailto:-contract@assampetrochemicals.co.in">-contract@assampetrochemicals.co.in</a>
g)	Bid Validity	<b>180 days</b> from the DUE DATE or EXTENDED DUE DATE
h)	Earnest Money Deposit (EMD)	<b>Rs.100,000/-</b> (Fifty Seven Thousand Two Hundred )only
I)	Processing Fees	<b>Rs 1000/-(One Thousand Only)</b>

- b. **ONLINE SUBMISSION:** Files containing documents to be uploaded in e-tendering portal are as under:

Cover No. 1	1. EMD + Integrity Pact	PDF File
Cover No. 2	2. Techno-Commercial Bid	PDF File

- c. **OFFLINE SUBMISSION:** Hard copies of to be submitted are as under:

Envelope No	Contains	Marking
Envelope No. 1	Techno-Commercial Bid	Marked on the top of the Envelope with Tender No & Work Description
Envelope No. 2	EMD + Integrity Pact	- do -
Envelope No 3	Envelop No 1 + Envelop No 2	- Do-

- d. The hard copies of the bids is required to be submitted within 7(seven) days from the Bid due date and send to the address given below:

**To  
The Deputy General Manager (C&P)  
Assam Petrochemicals Limited,  
Namrup, P.O. Parbatpur  
Dibrugarh, Assam, Pin 786623**

- e. Bidder shall strictly follow above mentioned bid submission procedure, failing to which may lead to rejection of bids

### **III. AMENDMENT OF BIDDING DOCUMENTS:**

- 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.
- The modifications/amendment will be notified through Addendum / Corrigendum to bidders. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- 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
- All Addendum / Corrigendum will be available in the website <https://assamtenders.gov.in/nicgep/app> and [www.assampetrochemicals.co.in](http://www.assampetrochemicals.co.in)

**IV. EXTENSION OF BID SUBMISSION / BID OPENING DATE**

APL may, at its sole discretion, decide to extend the Bid Submission Date and / or Bid Opening Date. In such a case, all rights and obligations of Owner and that of Bidders previously subject to the Bid Submission Date / Bid Opening Date will thereafter be subject to the new Bid Submission Date / Bid Opening Date.

Absolute discretion exclude or reject any Bid that in the reasonable opinion only of the Owner contains any false or misleading claims or statements. APL has no liability to any person for excluding or rejecting any such Bid.

**V. APL's RIGHT TO ACCEPT/REJECT BIDS:**

APL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of APL's action.

APL shall not be obliged to award the Order / Contract to the lowest evaluated bidder if APL apprehends that it will not be in the interest of APL to award the Order / Contract at the lowest evaluated price or to the lowest evaluated bidder.

**VI. ORDER OF PRECEDENCE:**

The following order of precedence shall be followed in case of any conflict between various parts of the ENQUIRY specifications:

- i. Corrigendum, if any
  - ii. Instructions to Bidders
  - iii. Terms & Conditions.
  - iv. General Conditions of Contract
-





## **SECTION – V**

## **ANNEXURES**

**ANNEXURE-I****INTEGRITY PACT****BETWEEN**

**Assam Petro-Chemicals Ltd., hereinafter referred to as "The Principal", AND**

**..... hereinafter referred to as "The Bidder / Bidder".**

**Preamble**

The Principal intends to award, under laid down organizational procedures, Contract for \_\_\_\_\_ The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Bidder/s.

In order to achieve these goals, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidders- with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the tender execution.
- c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder / Bidder**

(1) The Bidder / Bidder commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder / Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder / Bidder will not commit any offence under the IPC / PC Act; further the Bidder / Contactor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship

d) The Bidder / Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion

(3) Apart from the above, the Principal may take action for banning of business dealings / holiday listing of the Bidder as deemed fit by the Principal.

(4) If the Bidder / Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(5) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 - Compensation for Damages**

1) Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder/ Bidders): Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Section 3, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid-Security amount of the Bidder / Bidder.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Bidder can prove and establish that the exclusion of the Bidder from the tender process or the

termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Bidder shall compensate the Principal only to the extent of the damage in

the amount proved.

### **Section 5 -Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Section Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- (3) If the Bidder / Bidder can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

### **Section 6 - Equal treatment of all Bidders / Bidders / Sub-Bidders**

- (1) The Bidder / Bidder undertake to demand from all sub bidders a commitment in conformity with this Integrity Pact. The Bidder / Bidder shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subbidders / Sub-vendors.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Bidders.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidders / Bidders / Sub- Bidders**

If the Principal obtains knowledge of conduct of a Bidder, Bidder or Sub-Bidder or of an employee or a representative or an associate of a Bidder, Bidder or Sub-Bidder which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will report to appropriate authority in this regards.

### **Section 8 - External Independent Monitor / Monitors (number depending on the size of the contract to be decided by the Chairperson of the Principal)**

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- (3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Bidder / Sub-contractor with confidentiality.
- (4) In case of tenders having an estimated value of Rs.100 Crore, the Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform

the Management of the Principal and request the Management to discontinue or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(5) The Monitor will submit a written report to the CEO of the Principal within 2 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(6) If the Monitor has reported to the CEO of the Principal substantiated suspicion of an offence under the IPC / PC Act and the CEO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India,

(7) The word 'Monitor' would include both singular and plural.

### Section 9 – Pact Duration

This Pact begins when both the parties have legally signed it. It expires for the Bidder / Bidder 12 months after the completion of work under Contract or till the continuation of guarantee period, whichever is more and for all other bidders, till the contract is awarded.

If any claim is made / lodged during this time, the same shall continue to be valid despite the lapse of this pact as specified it is discharged / determined by the CEO of the Principal.

### Section 10 - Other Provisions

1) This agreement is subject to Indian as well as state of Assam local laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provision of this agreement turn out to be invalid the remainder of this agreement remains valid. In this the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
FOR THE PRINCIPAL

\_\_\_\_\_  
FOR THE BIDDER/BIDDER

WITNESS 1

WITNESS 2

Place : \_\_\_\_\_

Date : \_\_\_\_\_

**ANNEXURE-II****PROFORMA FOR CONTRACT AGREEMENT**

(To be executed on non judicial stamp paper of value mentioned in the Tender document) This AGREEMENT is made on the \_\_\_\_day of \_\_\_\_\_ Month  
of

\_\_\_\_\_  
Year

**BETWEEN**

Assam Petro-chemicals Ltd, a company registered under companies Act,1956 have its registered office at Orion Place ,Mahapurush Srimanta sankardev Path, Guwahati and principal place of business at P.O. Parbatpur, Namrup in the District of Dibrugarh, Assam (herein referred to as owner/APL) ", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) on the **ONE PART**

**AND**

\_\_\_\_\_hereinafter referred to as "BIDDER", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) on the **OTHER PART**.

**WITNESSETH THAT**

WHEREAS OWNER /APL desires to have works from the aforesaid BIDDER on terms & conditions mentioned In this CONTRACT:

AND WHEREAS BIDDER who has their own know how with resources for Performing such jobs has agreed to sign on works agreement and to render the services as per requirement of APL on Terms and conditions mentioned in this CONTRACT.

NOW Therefore Parties Agree That:

1) The following annexed hereto shall form an integral part of this CONTRACT:

- (i) Work Order No: \_\_\_\_\_
- (ii) Terms & Conditions of enquiry document.
- (iii) Name of the work \_\_\_\_\_
- (iv) Work order amount \_\_\_\_\_
- (v) Scope of work for BIDDER as per CONTRACT.

2) For the scope of WORK as mentioned in the CONTRACT, APL shall pay to BIDDER lump sum of **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_).



3) For the purpose of this CONTRACT address of Parties will be as follows and all correspondence and

notices in relation to present agreement sent to PARTIES at the addresses below shall be deemed to be sufficient for serving notices on the PARTIES. All Such notices as well as bills, reports, documents etc, shall be addressed to the PARTIES at such addresses.

In WITENESS whereof the PARTIES have executed this CONTRACT through their Representatives duly authorized in this behalf:

Signed for and on behalf of

**Assam Petrochemicals Ltd.**

SIGNATURE

NAME

DESIGNATION:

PLACE:

DATE:

WITNESS:

Signed for and on behalf of

**Bidder**

SIGNATURE

NAME

PLACE:

DATE:

WITNESS:

**ON THE LETTER HEAD OF BIDDER**

Sl	Parameter		Score	
1.	The applicant must be a licensed Direct/Composite General Insurance Broker		More than 10 years -10 points More than 8 years upto 10 years : 8points More than 5 years upto 8 years : 5points More than 3 years upto 5 years : 3 points	
2	Office in Assam, preference manned by full –time BQP (Broker Qualified Person) in Namrup / Dibrugarh / Duliajan / Tinsukia / Guwahati (Office duly approved by IRDA).		d. 03 Points for office located anywhere in Assam.  e. Additional 1 Point for office located in Namrup / Dibrugarh / Duliajan / Tinsukia. Not eligible if claimed in (a).  f. Additional 1 Point for additional office in Guwahati. Not eligible if claimed in (a)	
3.	Average Turnover (only from insurance broking activities)consecutively for last 03 completed financial years  (Excluding Group Medici claim Policy, Group Term Life Insurance Policy & Group Personal Accident Policy, <b>Motor Policy and Retail Business</b> )		Rs 1 Cr $\leq$ X < Rs 2 Cr – 1 point Rs 2 Cr $\leq$ X < Rs 4 Cr – 2 point Rs 4 Cr $\leq$ X < Rs 6 Cr – 4 point Rs 6 Cr $\leq$ X < Rs 7 Cr – 6 point Rs 7 Cr $\leq$ X < Rs 8 Cr – 8 point Rs 8 Cr $\leq$ X – 10 point  X- Average Turnover	



4.	<p>Average premium of last 3 years i.e. 2019-20, 2020-21 &amp; 2021-22 placed as Direct Broker. (Excluding Group Mediclaim Policy, Group Term Life Insurance Policy &amp; Group Personal Accident Policy, Motor Policy and Retail Business))</p>		<p>Rs 10 Cr <math>\leq</math> X &lt; Rs 20 Cr – 1 point Rs 20 Cr <math>\leq</math> X &lt; Rs 40 Cr – 2 point Rs 40 Cr <math>\leq</math> X &lt; Rs 60 Cr – 4 point Rs 60 Cr <math>\leq</math> X &lt; Rs 70 Cr – 6 point Rs 70 Cr <math>\leq</math> X &lt; Rs 80 Cr – 8 point Rs 80 Cr <math>\leq</math> X – 10 point</p> <p>X- Average Premium</p>	
5.	<p>Total number of full-time employees as on the date of application in the Assam (Attach proof).</p>		<p>Above 20 employees : 5 points More than 15 up to 20 employees : 3 points More than 10 up to 15 employees-2 points Up to 10 employees : 1</p>	
6.	<p>Experience in settlement of property claims (in INR only) acting as Direct Broker in General Insurance Business for any Client [Industrial Sector] in India during last 3 completed financial years till 31.03.2022 (except Group mediclaim Policy, Group Term Life Insurance Policy, Group Personal Accident Policy, Motor Policy &amp; Banker's Indemnity but including loss of profit due to Property damage)where</p> <p>A)each claim settled amount is of above Rs 100Lakhs &amp;</p> <p>B)Settlement amount above Rs 100Lakhs is more than 80%of claimed amount.</p>		<p>More than 5 Nos. : 5 points a)1 point for each claim with maximum of 05 claims. b)1 point for each claim [excluding claims mentioned in (a)]with maximum of 05 claims.</p>	
7.	<p>Handled Operational Insurance Policy for any Oil/Gas/Power/Fertilizer/ Petrochemical Plant Preferably</p>		<p>1(one) Point for every single policy per year of sum assured exceeding <b>INR 1100 Crores.</b> Up to maximum Point 9</p>	

	PSU for last 3 years		Additional 1 Point for PSU	
<b>8.</b>	Having insured at least one client with a turnover of Rs 500 Crores. For last 3 years. Preferably Company having Head office / Registered office in North Eastern Region.		5 Nos and Above : 4 Points 2 No's to 4 No's : 2 Points  1 client: 1 Point  Additional 1 Point for NER	
<b>9.</b>	No Penalties levied by IRDA during last three consecutive Financials Year up to March 31, 2022		3. Yes::4 Points  4. No: 0 Points  Additional 1 point for No penalties levied by IRDA during last five complete years as on 31.03.2022	

**Assessment Criteria for Final Selection – (To be filled by bidder)**

**Note:**

- 1) Form for Assessment Criteria for Final Selection, Self assessment score to be filled by the bidder.
- 2) The Self assessment score shall be in the letterhead of the bidder and shall be signed and stamped.
- 3) No over writing shall be permitted, in case same shall be stamped and counter signed.
- 4) Incomplete forms shall be rejected with out further communication.

**ANNEXURE-IV**
**BIDDER'S GENERAL INFORMATION**

To  
M/s ASSAM PETROCHEMICALS LIMITED

**SUB - Appointment of Insurance Broker for the financial year 2023-24**

Tender No – APL/C&P/F&A/2023-24/147

1	Bidder Name (With Contact Person Name &Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/Limited/Others If Others Specify:_____ [Enclose
3	Name of Proprietor/Partners/Director sof the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	(Country Code) (Area Code) (TelephoneNo.)
9	E-mail address	
10	Website	

11	Fax Number:	_____ (Country Code) (Area Code) (TelephoneNo.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST RegistrationCertificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
22	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
23	Type of Micro/Small Enterprise	General/ SC / ST (Bidder will submit documentary evidence forthe same).
24	Type of Entity	Corporate/ Non-Corporate (As per Service taxAct). (In case of Non-Corporate Entity, bidder willsubmit documentary evidence for same).

Place:  
Bidder]Date:

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



**Annexure - V**

**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To

M/s ASSAM PETROCHEMICALS LIMITED

**SUB - APPOINTMENT OF INSURANCE BROKER FOR THE FINANCIAL YEAR 2023-24**

Tender No – APL/C&P/F&A/2023-24/147

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

(1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

(2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to APL.



**Annexure - VI**

**“NO DEVIATION” CONFIRMATION**

To  
M/s ASSAM PETROCHEMICALS LIMITED

SUB - APPOINTMENT OF INSURANCE BROKER FOR THE FINANCIAL YEAR 2023-24  
Tender No – APL/C&P/F&A/2023-24/147

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:  
Date:

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

**ANNEXURE-VII****PROFORMA FOR EMD**

In consideration of Assam Petrochemicals Limited, having its Registered Office at Orion Place, 4th floor, G.S. Road, Guwahati-5, Assam, India ( hereinafter called ' the Owner' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s ..... (Hereinafter called 'the said Tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. .... for ..... hereinafter called 'the said Tender' of such earnest money deposit for the due fulfillment by the said Tenderer(s) of the terms and conditions contained in the said tender..... for .....on production of bank guarantee for an amount of Rs. .... only.

We ..... Bank hereinafter referred to as 'the bank' do hereby undertake to pay to the owner and amount not exceeding Rs. .... only against any loss or damage caused to or suffered or would be caused to or suffered by the said owner by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the owner as to any such breach having been committed and loss suffered shall be binding on us).

1.We..... Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the owner by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender or by reason of the said Tenderer's failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... only.

2.We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the owner under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the owner certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Tenderer(s) and accordingly discharges the guarantee. Above provisions are applicable subject to



validity mentioned in para 4 (b).

3. We \_\_\_\_\_ Bank undertake not to revoke this guarantee during the currency except with the previous consent of the Owner in writing. Upon expiration of this Guarantee, this document is to be returned to the Bank for cancellation.

4. NOTWITHSTANDING anything contained hereinabove,

a. Our liability under this guarantee shall be restricted to an amount of Rs. .... only.

b. This guarantee shall be valid upto \_\_\_\_\_.

c. The Bank shall be released and discharged from all liability under this guarantee unless a written claim or demand is received by the Bank on or before \_\_\_\_\_.

The Bank hereby declares that it has the power to issue this guarantee and the undersigned has fully power to do so.

dated..... day of..... 20.....

Corporate seal for bank



**Annexure-VIII****BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT LIABILITY OF  
THE OBLIGATIONS OF VENDOR / CONTRACTOR**

(On non-judicial stamp paper of appropriate value)

To,  
ASSAM PETROCHEMICAL LTD.  
Orion Place, G.S Road, Bhangagorah,  
Guwahati 781005, India

IN CONSIDERATION OF THE ASSAM PETRO-CHEMICAL LTD. a Company registered under the Companies Act 1956, having its registered office at Orion Place, Mahapurush Srimanta Sankardev Path, Bhangagorah, 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 Vendor" 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 "Vendor's" furnishing security for the performance of "the Vendor's" obligations and/or discharge of "the Vendor's" liability under and/or in connection with the said supply contract upto a sum of R \_\_\_\_\_ (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 Vendor" 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 upto and aggregate limit of R \_\_\_\_\_ (Rupees \_\_\_\_\_) and "the Bank" hereby agrees with "the Corporation" that:

1. 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 Vendor" arising upto and until midnight of \_\_\_\_\_
2. 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 Vendor's" 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
3. "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 Vendor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" 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 Vendor" 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 Vendor" 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".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Vendor" 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.

5. "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 Vendors" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Vendor" or any other order of communication whatsoever by "the Vendor" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

6. 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 Vendor" 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.

7. Notwithstanding anything contained herein above: i) Our liability under this guarantee shall not exceed Rs..... ii) This Bank Guarantee shall be valid upto 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.*

8. "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 Vendor" 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")